UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
RHI Entertainment, Inc., et al.,	)	Case Number: 10-16536 (MG)
Debtors.	)	Joint Administration Requested

JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

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CONFIRMATION OF THIS JOINT PREPACKAGED PLAN OF REORGANIZATION, AS AMENDED, AND APPROVAL OF THE CORRESPONDING DISCLOSURE STATEMENT, IS PENDING PURSUANT TO PREPACKAGED GUIDELINES ADOPTED BY THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

ALSO SEE SEPARATE FILINGS FOR:
AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS
- AND -
AMENDMENTS TO SECTION 6.7(a) AND EXHIBIT C (NEW COMMON STOCK TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS, AS PREVIOUSLY AMENDED BY AMENDMENTS TO EXHIBIT A (EXIT REVOLVING CREDIT FACILITY TERM SHEET) AND EXHIBIT E (NEW SECOND LIEN TERM LOAN FACILITY TERM SHEET) OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

THIS SOLICITATION IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF THIS JOINT CHAPTER 11 REORGANIZATION PLAN *PRIOR* TO THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE. BECAUSE NO CHAPTER 11 CASES HAVE YET BEEN COMMENCED, THE DISCLOSURE STATEMENT RELATING TO THIS PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THEIR CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT THAT, AMONG OTHER THINGS, APPROVES THE DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, APPROVES THE SOLICITATION OF VOTES AND CONFIRMS THIS PLAN.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
RHI Entertainment, Inc., et al.,	)	Case Number: Pending Filing
Debtors.	)	Joint Administration to be Requested

JOINT PREPACKAGED PLAN OF REORGANIZATION OF
RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

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Dated: November 1, 2010

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JOINT PREPACKAGED PLAN OF REORGANIZATION OF
RHI ENTERTAINMENT, INC. AND AFFILIATED DEBTORS

INTRODUCTION

RHI Entertainment, Inc., RHIE Holdings Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment, LLC, RHI Entertainment Productions, LLC, RHI Entertainment Distribution, LLC, RHI International Distribution Inc., NGP Holding, Inc., HEGOA Inc., Independent Projects, Inc., Don Quixote, Inc., HE Pro Tunes, Inc., HEP Music, Inc., Metropolitan Productions, Inc., Library Storage, Inc., HEP SS Music Inc., and SLB Productions, Inc. hereby propose this joint prepackaged plan of reorganization for the resolution of their outstanding Claims (as defined herein) and Interests (as defined herein).

Reference is made to the Disclosure Statement (as defined herein) distributed contemporaneously herewith for a discussion of the Debtors' (as defined herein) history, businesses, properties, results of operations, projections for future operations and risk factors, and a summary and analysis of the Plan (as defined herein) and certain related matters, including distributions to be made under the Plan. The Debtors are the proponents of the Plan within the meaning of Section 1129 of the Bankruptcy Code (as defined herein).

All holders of Claims who are entitled to vote on the Plan are encouraged to read each of the Plan and the Disclosure Statement in its entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in Section 1127 of the Bankruptcy Code, Rule 3019 of the Bankruptcy Rules (as defined herein), and Article XI of the Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan prior to its substantial consummation.

ARTICLE I

RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

(a) For purposes of the Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms used in the Plan and not otherwise defined in the Plan shall have the meanings ascribed to them in Section 1.2 of the Plan. Any capitalized term used in the Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules.

(b) Whenever the context requires, terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

(c) Any reference in the Plan to (i) a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and (ii) an existing document, exhibit, or other agreement means such document, exhibit or other agreement as it may be amended, modified, or supplemented from time to time.

(d) Unless otherwise specified, all references in the Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Plan.

(e) The words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan.

(f) Captions and headings to articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan.

(g) The rules of construction set forth in Section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

(h) References to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection.

1.2 Definitions

(a) "**Administrative Claim**" means a Claim for payment of an administrative expense of a kind specified in Sections 503(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority pursuant to Section 507(a)(2) of the Bankruptcy Code, including, but not limited to, (i) the actual, necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors, including, without limitation, wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Case, (ii) Professional Fee Claims, (iii) Substantial Contribution Claims, (iv) all fees and charges assessed against the Estates under Section 1930 of Title 28 of the United States Code, and (v) Cure payments for executory contracts and unexpired leases that are assumed under Section 365 of the Bankruptcy Code or deemed assumed under the Plan.

(b) "**Allowed**" means (i) when used with respect to an Administrative Claim, all or any portion of an Administrative Claim (A) that has been allowed by a Final Order or adjudicated in favor of the holder by estimation or liquidation by a Final Order, (B) for which a Request for Payment in a liquidated amount has been filed by the applicable Bar Date and as to which either (x) no objection to the allowance thereof has been filed by the applicable Claim Objection Deadline, or (y) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order, or (C) that was incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases and as to which there is no dispute as to the Debtors' liability; (ii) when used with respect to a Claim other than an Administrative Claim, such Claim or any portion thereof (A) that has been allowed by a Final Order or adjudicated in favor of the holder by estimation or liquidation by a Final Order, or is expressly allowed in a liquidated amount in the Plan, (B) as to which (x) no Proof of Claim has been filed and (y) the liquidated and noncontingent amount of which is included in the Schedules, other than a Claim that is included in the Schedules at zero, in an unknown amount, or as disputed, or (C) for which a Proof of Claim in a liquidated amount has been filed by the Bar Date and as to which either (x) no objection to the allowance thereof has been filed by the applicable Claim Objection Deadline, or (y) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order; or (iii) when used with respect to any Claim, a Claim that is not otherwise a Disputed Claim; *provided*, *however*, that all Allowed Claims shall remain subject to all limitations set forth in the Bankruptcy Code, including, in particular, Sections 502 and 510.

(c) "**Bankruptcy Code**" means Sections 101 *et seq.*, of Title 11 of the United States Code, as now in effect or hereafter amended.

(d) "**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of New York or such other court as may have jurisdiction over the Chapter 11 Case or any aspect thereof.

(e) "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure.

(f) "**Bar Date**" means (i) when used with respect to an Administrative Claim (other than a Claim arising under Section 503(b)(9) of the Bankruptcy Code), the deadline established in Section 11.2 of the Plan for filing Requests for Payment, to the extent applicable or (ii) with used with respect to a Claim other than an Administrative Claim and a Claim arising under Section 503(b)(9) of the Bankruptcy Code, the deadline established by order of the Bankruptcy Court for the filing of Proofs of Claim against the Debtors, to the extent applicable.

(g) "**Business Day**" means any day, excluding Saturdays, Sundays, or "legal holidays" (as defined in Rule 9006(a) of the Bankruptcy Rules), on which commercial banks are open for business in New York, New York.

(h) "**Cash**" means legal tender of the United States or equivalents thereof.

(i) "**Chapter 11 Case**" means the jointly administered Chapter 11 cases of the Debtors.

(j) "**Claim**" means (i) the right to payment against any of the Debtors, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (ii) the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

(k) "**Claim Objection Deadline**" means the last day for filing objections to Claims, including Administrative Claims, which shall be the latest of (i) sixty (60) days after the Effective Date, (ii) sixty (60) days after the applicable Proof of Claim or Request for Payment is filed, and (iii) such other later date as is established by order of the Bankruptcy Court upon motion of the Reorganized Debtors, without notice to any party.

(l) “**Class**” means a category of holders of Claims or Interests, as described in Article III of the Plan.

(m) “**Confirmation**” means confirmation of the Plan by the Bankruptcy Court pursuant to Section 1129 of the Bankruptcy Code.

(n) “**Confirmation Date**” means the date of entry by the clerk of the Bankruptcy Court of the Confirmation Order.

(o) “**Confirmation Hearing**” means the hearing to consider Confirmation of the Plan under Section 1128 of the Bankruptcy Code.

(p) “**Confirmation Order**” means the order entered by the Bankruptcy Court confirming the Plan.

(q) “**Consensual Plan Alternative**” means the treatment option that shall be applicable to Other Secured Claims in Class 4 and to General Unsecured Claims in Class 5 if the Debtors have reached settlements acceptable to the First Lien Agent with (i) MAT Movies & Television Productions GmbH & Co. Project IV KG and Hallmark Entertainment Holdings, Inc., (ii) U.S. Bank National Association, U.S. Bank National Association, Canada Branch, and certain production entities, borrowers, and guarantors to which, or for the benefit of which, U.S. Bank National Association and U.S. Bank National Association, Canada Branch made loans, and (iii) Powercorp International Limited and Powercorp International Holdings Limited; in each case by the earlier of the deadline for filing the Plan Supplement and the Bar Date applicable to General Unsecured Claims, as provided in Section 2.4 of the Plan.

(r) “**Contract/Lease Assumption Schedule**” means the schedule that identifies the executory contracts and unexpired leases to be assumed under the Plan and sets forth any Cure obligation associated with the assumption of such contracts and leases.

(s) “**Cure**” means, with respect to the assumption of an executory contract or unexpired lease, compliance as of the time of assumption with the provisions of Section 365(b)(1)(A) and, if applicable, Section 365(b)(1)(B) of the Bankruptcy Code, which may include, to the extent applicable, (i) the payment of Cash in the amount, if any, set forth in the Contract/Lease Assumption Schedule if such contract or lease is included therein, (ii) the payment of Cash, or the distribution of such other property as may be agreed upon by the parties to the contract or lease or ordered by the Bankruptcy Court, in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties to such contract or lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law, or (iii) the taking of such other actions as may be agreed upon by the parties to the contract or lease or ordered by the Bankruptcy Court. As used in the Plan, the term shall not include future performance under the assumed contract or lease.

(t) “**Debtor(s)**” means, individually or collectively as the context requires, and including in their capacity as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code, RHI Entertainment, Inc., RHIE Holdings Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment, LLC, RHI Entertainment Productions, LLC, RHI Entertainment Distribution, LLC, RHI International Distribution Inc., NGP Holding, Inc., HEGOA Inc., Independent Projects, Inc., Don Quixote, Inc., HE Pro Tunes, Inc., HEP Music, Inc., Metropolitan Productions, Inc., Library Storage, Inc., HEP SS Music Inc., and SLB Productions, Inc.

(u) “**DIP Facility**” means the $15 million debtor in possession revolving credit facility provided to the Debtors by JPMorgan Chase Bank, N.A. and certain other financial institutions from time to time party thereto, subject to approval by the Bankruptcy Court.

(v) “**DIP Facility Agent**” means JPMorgan Chase Bank, N.A. or any successor administrative agent under the DIP Facility.

(w) **“DIP Facility Claim(s)”** means the Claim(s) existing under the DIP Facility.

(x) “**DIP Facility Lenders**” means the lenders under the DIP Facility.

(y) “**Disbursing Agent**” means the Plan Disbursing Agent or, if applicable, the Trade Account Disbursing Agent, as the context requires.

(z) “**Disclosure Statement**” means the written disclosure statement that relates to the Plan, as amended, supplemented, or otherwise modified from time to time, and that is prepared, approved and distributed in accordance with Section 1125 of the Bankruptcy Code and Rule 3018 of the Bankruptcy Rules.

(aa) "**Disputed**" means, with respect to any Claim, other than a Claim that has been Allowed pursuant to the Plan or a Final Order, a Claim (i) as to which no Request for Payment or Proof of Claim has been filed by the applicable Bar Date, that is listed in the Schedules as unliquidated, contingent, or disputed; (ii) as to which a Request for Payment or Proof of Claim has been filed by the applicable Bar Date, but as to which an objection or request for estimation has been filed by the applicable Claim Objection Deadline, or which is otherwise disputed in accordance with applicable law, which objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order; (iii) as to which a Request for Payment or Proof of Claim was required to be filed by the Bar Date, but as to which a Request for Payment or Proof of Claim was not timely or properly filed; (iv) that is disputed in accordance with the provisions of the Plan; (v) under the Non-Consensual Plan Alternative or under the Consensual Plan Alternative if the Estimated Class 5 Allowed Claims are determined to exceed the Maximum Class 5 Amount, that is a General Unsecured Claim (unless such Claim is a Trade Unsecured Claim) or a Subordinated Claim, or (vi) if not otherwise Allowed, as to which the applicable Claim Objection Deadline has not expired.

(bb) "**Distribution Date**" means, (i) for the Existing First Lien Secured Claims and the Existing Second Lien Secured Claims, the Effective Date; (ii) for any other Claim that is an Allowed Claim on the Effective Date, on or as soon as practicable after the Effective Date, but not later than the first (1st) Business Day that is twenty (20) days after the Effective Date; or (iii) for any other Claim that is not an Allowed Claim on the Effective Date, on or as soon as practicable after the date on which such Claim becomes an Allowed Claim, but not later than the first (1st) Business Day that is twenty (20) days after such date; *provided*, *however*, that a later date may be established by order of the Bankruptcy Court upon motion of the Debtors, the Reorganized Debtors, or any other party.

(cc) "**Distribution Record Date**" means the record date for determining entitlement to receive distributions under the Plan on account of Allowed Claims, which date shall be (i) in respect of the Existing First Lien Claims and Existing Second Lien Claims, the Business Day immediately preceding the Effective Date, at 5:00 p.m. prevailing Eastern time on such Business Day and (ii) in respect of all other Claims, the Business Day immediately following the Confirmation Date, at 5:00 p.m. prevailing Eastern time on such Business Day.

(dd) "**Effective Date**" means the Business Day upon which all conditions to the consummation of the Plan as set forth in Section 9.2 of the Plan have been satisfied or waived as provided in Section 9.3 of the Plan, and is the date on which the Plan becomes effective and is substantially consummated.

(ee) "**Employee Programs**" means all of the Debtors' employee-related programs, plans, policies, and agreements, including, without limitation, (i) all health and welfare plans, 401(k) plans, pension plans within the meaning of Title IV of the Employee Retirement Income Security Act of 1974, as amended, and retiree programs subject to Sections 1114 and 1129(a)(13) of the Bankruptcy Code, (ii) all employment, retention, incentive, severance, compensation, and other similar agreements, and (iii) all other employee compensation, benefit, and reimbursement programs, plans, policies, and agreements, but excluding any equity incentive plans, equity ownership plans, or any equity-based plans of any kind of the Debtors.

(ff) "**Estate(s)**" means, individually, the estate of each Debtor in the Chapter 11 Case and, collectively, the estates of all Debtors in the Chapter 11 Case, created pursuant to Section 541 of the Bankruptcy Code.

(gg) "**Estimated Class 5 Allowed Claims**" means, under the Consensual Plan Alternative, those General Unsecured Claims that the First Lien Agent determines in its reasonable discretion, based upon Claims listed in the Schedules, Claims asserted in Proofs of Claim by the applicable Bar Date, information provided as to any such Claims by the Debtors, agreements reached as to any such Claims between the holders thereof and the Debtors, or orders entered as to any such Claims by the Bankruptcy Court, are likely to be treated under the Plan as Allowed General Unsecured Claims; *provided, however*, that in no event shall Claims be considered to be Estimated Class 5 Allowed Claims if they are (i) Claims paid or to be paid under First Day Orders, (ii) Claims paid or to be paid as Cure with respect to executory contracts or unexpired leases that are assumed or to be assumed by Final Order or pursuant to the Plan, (iii) Claims subject to the Guild Settlements, the Film Obligation Settlements, and the New York Lease Settlement, (iv) Claims subject to settlements acceptable to the First Lien Agent reached with (A) MAT Movies & Television Productions GmbH & Co. Project IV KG and Hallmark Entertainment Holdings, Inc., (B) U.S. Bank National Association, U.S. Bank National Association, Canada Branch, and certain production entities, borrowers, and guarantors to which, or for the benefit of which, U.S. Bank National Association and U.S. Bank National Association, Canada Branch made loans, and (C) Powercorp International Limited and Powercorp International Holdings Limited, and (v) Claims that are paid or contractually bound and certain to be paid by Crown Media Holdings, Inc. and affiliates under the Purchase and Sale Agreement dated as of October 3, 2006.

(hh) "**Existing First Lien Claim(s)**" means Claim(s) arising under the Existing First Lien Credit Agreement, which include Existing First Lien Secured Claim(s) and Existing First Lien Deficiency Claim(s).

(ii) "**Existing First Lien Credit Agreement**" means the Credit, Security, Guaranty and Pledge Agreement dated as of January 12, 2006, as amended and restated as of April 13, 2007, and as further amended, among, *inter alia*, RHI LLC as borrower, certain of the Subsidiary Debtors as guarantors, JPMorgan Chase Bank, N.A. as administrative agent, and the lenders thereunder.

(jj) "**Existing First Lien Deficiency Claim(s)**" means Claim(s) arising under the Existing First Lien Credit Agreement that are not Secured Claim(s), including principal, interest, fees, and claims under terminated swap agreements.

(kk) "**Existing First Lien Secured Claim(s)**" means Secured Claim(s) arising under the Existing First Lien Credit Agreement, including principal, interest, fees, and claims under terminated swap agreements.

(ll) "**Existing Second Lien Claim(s)**" means Claim(s) arising under the Existing Second Lien Credit Agreement, which include Existing Second Lien Secured Claim(s), if any, and Existing Second Lien Deficiency Claim(s).

(mm) "**Existing Second Lien Credit Agreement**" means the Credit, Security, Guaranty and Pledge Agreement dated as of June 23, 2008, as amended, among, *inter alia*, RHI LLC as borrower, certain of the Subsidiary Debtors as guarantors, Wilmington Trust FSB as successor administrative agent, and the lenders thereunder.

(nn) "**Existing Second Lien Deficiency Claim(s)**" means Claim(s) arising under the Existing Second Lien Credit Agreement that are not Secured Claim(s), including principal, interest, and fees.

(oo) "**Existing Second Lien Secured Claim(s)**" means Secured Claim(s), if any, arising under the Existing Second Lien Credit Agreement, including principal, interest, and fees.

(pp) "**Exit Revolving Agent**" means JPMorgan Chase Bank, N.A. or any successor administrative agent under the Exit Revolving Credit Facility.

(qq) "**Exit Revolving Credit Facility**" means the revolving credit facility to be provided to the Reorganized Debtors by JPMorgan Chase Bank, N.A. and certain other financial institutions from time to time party thereto, to provide a portion of the funds necessary to make payments required to be made on the Effective Date, as well as funds for working capital and other general corporate purposes after the Effective Date, which facility shall contain certain material terms substantially in accordance with those described on Exhibit A.

(rr) "**Film Obligation Settlements**" means (i) the settlements entered into by the Debtors with certain producers, licensors, customers, and, in some instances, certain lenders to certain such parties, in connection with the distribution, license, and related agreements that govern the rights and obligations of the Debtors with respect to the films listed on Exhibit G and (ii) any additional settlements that may be entered into by the Debtors, subject to the consent of the First Lien Agent, with certain producers, licensors, customers, and, in some instances, certain lenders to certain such parties with respect to the distribution, license, and related agreements that govern the rights and obligations of the Debtors with respect to the films listed on any supplement to Exhibit G that may be included in the Plan Supplement.

(ss) "**Final Order**" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Chapter 11 Case, or the docket of any such other court, the operation or effect of which has not been stayed, reversed, or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing or leave to appeal has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending; *provided*, *however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a Final Order.

(tt) "**First Day Order**" means an order of the Bankruptcy Court entered pursuant to a motion filed by the Debtors on or after the Petition Date that authorizes the payment of prepetition Claims.

(uu) "**First Lien Agent**" means JPMorgan Chase Bank, N.A. or any successor serving as administrative agent under the Existing First Lien Credit Agreement.

(vv) "**First Lien Lenders**" means the lenders under the Existing First Lien Credit Agreement and the holders of Existing First Lien Claims (whether held in their capacity as a lender or as a party to terminated swap agreements with the Debtors), determined as of the applicable Distribution Record Date.

(ww) "**General Unsecured Claim**" means a Claim that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, an Existing First Lien Claim, an Existing Second Lien Claim, an Other Secured Claim, an Intercompany Claim, or a Subordinated Claim, which Claim shall be limited in amount by any applicable provision of the Bankruptcy Code, including, without limitation, Section 502 of the Bankruptcy Code, subsection 502(b)(6) thereof with respect to a Claim of a lessor for damages resulting from the termination of a lease of real property, subsection 502(b)(7) thereof with respect to a Claim of an employee for damages resulting from the termination of an employment contract, or any other subsection thereof. The term specifically includes any Rejection Damages Claim.

(xx) "**Guild Settlements**" means the settlements reached by the Debtors with (i) the Directors Guild of America, Inc., the Screen Actors Guild, Inc., and the Writers Guild of America West, Inc. for itself and its affiliate Writers Guild of America East, Inc., (ii) the Alliance of Canadian Cinema, Television and Radio Artists, (iii) the American Federation of Television and Radio Artists, (iv) the Media Entertainment and Arts Alliance, and (v) Equity, with respect to the rights and obligations of the parties existing as of the Petition Date under various collective bargaining agreements, assumption agreements, and related agreements, the terms of which settlements are included in Exhibit B.

(yy) "**Impaired**" means, with respect to any Claim or Interest, that such Claim or Interest is impaired within the meaning of Section 1124 of the Bankruptcy Code.

(zz) "**Indemnification Obligation**" means any obligation of any of the Debtors to indemnify, reimburse, or provide contribution pursuant to by-laws, articles or certificates of incorporation, operating agreements, contracts, or otherwise.

(aaa) "**Intercompany Claim**" means any Claim arising prior to the Petition Date against any of the Debtors by another Debtor or by a non-Debtor subsidiary or affiliate of a Debtor.

(bbb) "**Interest**" means the legal, equitable, contractual, or other rights of any Person (i) with respect to any RHI INC Interests, (ii) with respect to any Subsidiary Interests, or (iii) to acquire or receive either of the foregoing.

(ccc) "**Lien**" means a charge against or interest in property to secure payment of a debt or performance of an obligation, and includes, without limitation, any lien, security interest, mortgage, pledge, or other encumbrance.

(ddd) "**Litigation Rights**" means the claims, rights of action, suits, or proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any Person, which are to be retained by the Reorganized Debtors pursuant to Section 6.11 of the Plan, including, without limitation, claims or causes of action arising under or pursuant to Chapter 5 of the Bankruptcy Code.

(eee) "**Maximum Class 5 Amount**" means an amount that equals (i) $2.9 million or such greater amount as shall be permitted by the First Lien Agent in its absolute discretion, less (A) the amount paid or to be paid under First Day Orders, other than amounts paid or payable to employees and governmental units under such orders, and (B) the amount paid or to be paid as Cure with respect to executory contracts or unexpired leases that are assumed or to be assumed by Final Order or pursuant to the Plan, other than amounts that may be owed as Cure under any of the Guild Settlements, the Film Obligation Settlements (including any settlement that constitutes a Film Obligation Settlement pursuant to Section 2.4(b) of the Plan), and the New York Lease Settlement; plus (ii) the amount asserted in Proofs of Claim (or the amount otherwise agreed to by the Debtors and the respective participants) for participations that are contractually bound to be paid by Crown Media Holdings, Inc. and affiliates under the Purchase and Sale Agreement dated as of October 3, 2006, but not exceeding $4.66 million under this clause (ii).

(fff) "**New Board**" means the Board of Directors of Reorganized RHI INC.

(ggg) "**New Common Stock**" means the new common shares of Reorganized RHI INC, to be allocated among the holders of the Existing First Lien Secured Claims pursuant to Section 4.2(b) of the Plan and the holders of Existing Second Lien Secured Claims pursuant to Sections 2.3 and 4.2(c) of the Plan, which shall have certain material terms substantially in accordance with those described on Exhibit C and to be included in the Reorganized Parent Governing Documents and, to the extent applicable, the Stockholders Agreement and the Registration Rights Agreement.

(hhh) "**New Management Incentive Plan**" means a founders equity plan, a management equity incentive plan, an annual incentive plan, and employment agreements, each containing material terms substantially in accordance with those described on Exhibit D.

(iii) "**New Securities**" means, collectively, the New Common Stock and the New Warrants.

(jjj) "**New Second Lien Term Loan Facility**" means a new second lien term loan credit facility in the aggregate principal amount of $300 million, to be entered into by the Reorganized Debtors and the New Term Loan Agent on the Effective Date on account of the Existing First Lien Secured Claims as set forth in Section 4.2(b) of the Plan, which facility shall contain certain material terms substantially in accordance with those described on Exhibit E and shall be substantially in the form included in the Plan Supplement.

(kkk) "**New Term Loan Agent**" means JPMorgan Chase Bank, N.A. or any successor administrative agent under the New Second Lien Term Loan Facility.

(lll) "**New Term Loan Obligations**" means the obligations of the Reorganized Debtors under the New Second Lien Term Loan Facility, to be distributed among the holders of Allowed Existing First Lien Secured Claims on the Effective Date, as provided for in Section 4.2(b) of the Plan.

(mmm) "**New Warrants**" means the warrants to purchase shares of New Common Stock, to be allocated among the holders of the Existing Second Lien Claims pursuant to Sections 2.3 and 4.2(c) of the Plan, which shall have certain material terms substantially in accordance with those described on Exhibit F, and which shall be governed by the terms and conditions of the definitive form of New Warrant to be reasonably acceptable to the First Lien Agent, the Second Lien Agent, and the Debtors and to be included in the Plan Supplement.

(nnn) "**New York Lease Settlement**" means the settlement entered between RHI LLC and Paramount Group, Inc., with respect to the lease of premises at 1325 Avenue of the Americas, New York, New York, and evidenced by that certain Surrender Agreement and Amendment of Lease dated as of October 1, 2010.

(ooo) "**Non-Consensual Plan Alternative**" means the treatment option that shall be applicable to Other Secured Claims in Class 4 and to General Unsecured Claims in Class 5 if the Debtors have not reached settlements acceptable to the First Lien Agent with (i) MAT Movies & Television Productions GmbH & Co. Project IV KG and Hallmark Entertainment Holdings, Inc., (ii) U.S. Bank National Association, U.S. Bank National Association, Canada Branch, and certain production entities, borrowers, and guarantors to which, or for the benefit of which, U.S. Bank National Association and U.S. Bank National Association, Canada Branch made loans, and (iii) Powercorp International Limited and Powercorp International Holdings Limited; in each case by the earlier of the deadline for filing the Plan Supplement and the Bar Date applicable to General Unsecured Claims, as provided in Section 2.4 of the Plan.

(ppp) "**Other Priority Claim**" means a Claim against any of the Debtors entitled to priority pursuant to Section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

(qqq) "**Other Secured Claim**" means a Secured Claim arising prior to the Petition Date against any of the Debtors, other than any (i) Existing First Lien Secured Claim, (ii) alleged Existing Second Lien Secured Claim, (iii) Secured Claim subject to any of the Guild Settlements (which shall be treated in accordance with the terms of the Guild Settlements), (iv) Secured Claim subject to any of the Film Obligation Settlements (which shall be treated in accordance with the terms of the applicable Film Obligation Settlement), (v) Secured Claim existing under any executory contract or unexpired lease that is assumed under the Plan or by Final Order (which shall be treated in accordance with the terms of the assumed contract or lease), and (vi) under the Consensual Plan Alternative, Secured Claim subject to the settlements reached with (A) MAT Movies & Television Productions GmbH & Co. Project IV KG and Hallmark Entertainment Holdings, Inc., (B) U.S. Bank National Association, U.S. Bank National Association, Canada Branch, and certain production entities, borrowers, and guarantors to which, or for the benefit of which, U.S. Bank National Association and U.S. Bank National Association, Canada Branch made loans, and (C) Powercorp International Limited and Powercorp International Holdings Limited (which shall be treated in accordance with the terms of such settlements).

(rrr) "**Person**" means any person, individual, firm, partnership, corporation, trust, association, company, limited liability company, joint stock company, joint venture, governmental unit, or other entity or enterprise.

(sss) "**Petition Date**" means the date on which the Debtors filed their petitions for relief commencing the cases that are being administered as the Chapter 11 Case.

(ttt) "**Plan**" means this joint prepackaged plan of reorganization under Chapter 11 of the Bankruptcy Code and all exhibits annexed hereto or referenced herein, as the same may be amended, modified, or supplemented from time to time.

(uuu) "**Plan Disbursing Agent**" means, with respect to all distributions under the Plan other than distributions from the Trade Account, the Reorganized Debtors or any other Person or Persons designated by the Debtors in their sole discretion on or before the Effective Date to serve as disbursing agent, stock transfer agent, and/or warrant agent under the Plan.

(vvv) "**Plan Objection Deadline**" means the deadline established by the Bankruptcy Court for the filing of objections to confirmation of the Plan.

(www) "**Plan Supplement**" means the supplement to the Plan containing, without limitation, (i) notice of the members of the New Board, (ii) a supplement to Exhibit G identifying any additional films that may be subject to Film Obligation Settlements, (iii) the commitment letter for the Exit Revolving Credit Facility and, if then available, the form of the credit agreement for the Exit Revolving Credit Facility, and (iv) the forms of the credit agreement for the New Term Loan Facility, the Reorganized Parent Governing Documents, the Stockholders Agreement, the Registration Rights Agreement, the New Warrants, and the New Management Incentive Plan (including forms for the founders equity plan, the management equity incentive plan, the annual incentive plan, and the employment agreement).

(xxx) "**Priority Tax Claim**" means a Claim that is entitled to priority pursuant to Section 507(a)(8) of the Bankruptcy Code.

(yyy) "**Professional**" means any professional employed in the Chapter 11 Case by order of the Bankruptcy Court, excluding any of the Debtors' ordinary course professionals.

(zzz) "**Professional Fee Claim**" means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services rendered after the Petition Date and prior to and including the Effective Date, subject to any limitations imposed by order of the Bankruptcy Court.

(aaaa) "**Pro Rata**" means the proportion that the amount of a Claim in a particular Class or Classes (or portions thereof, as applicable) bears to the aggregate amount of all Claims (including Disputed Claims) in such Class or Classes, unless the Plan provides otherwise.

(bbbb) "**Proof of Claim**" means a proof of claim filed with the Bankruptcy Court or any court-approved claims agent in connection with the Chapter 11 Case.

(cccc) "**Registration Rights Agreement**" means the registration rights agreement to be entered into with certain holders of the New Common Stock and New Warrants in connection with the issuance of the New Common Stock and New Warrants, which shall contain certain material terms substantially in accordance with those described on Exhibit C and shall be substantially in the form included in the Plan Supplement. No Person shall be entitled to registration rights under the Registration Rights Agreement unless it has countersigned the same.

(dddd) "**Rejection Damages Claim**" means a Claim arising from the Debtors' rejection of a contract or lease, which Claim shall be limited in amount by any applicable provision of the Bankruptcy Code, including, without limitation, Section 502 of the Bankruptcy Code, subsection 502(b)(6) thereof with respect a Claim of a lessor for damages resulting from the rejection of a lease of real property, subsection 502(b)(7) thereof with respect to a Claim of an employee for damages resulting from the rejection of an employment contract, or any other subsection thereof.

(eeee) "**Reinstated**" means (i) leaving unaltered the legal, equitable, and contractual rights to which the holder of a Claim or Interest is entitled so as to leave such Claim unimpaired in accordance with Section 1124 of the Bankruptcy Code; or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default, (A) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code, or of a kind that Section 365(b)(2) does not require to be cured, (B) reinstating the maturity of such Claim or Interest as such maturity existed before such default, (C) compensating the holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law, (D) if such Claim or Interest arises from any failure to perform a non-monetary obligation, other than a default arising from failure to operate a non-residential real property lease subject to Section 365(b)(1)(A) of the Bankruptcy Code, compensating the holder of such Claim or Interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure, and (E) not otherwise altering the legal, equitable, or contractual rights to which the holder of such Claim or Interest is entitled; *provided*, *however*, that any Claim that is Reinstated under the Plan shall be subject to all limitations set forth in the Bankruptcy Code, including, in particular, Sections 502 and 510.

(ffff) “**Reorganized Debtor(s)**” means, subject to the Restructuring Transactions, individually, any reorganized Debtor or its successor and, collectively, all reorganized Debtors and their successors, on or after the Effective Date.

(gggg) “**Reorganized Parent By-laws**” means the by-laws of Reorganized RHI INC to be substantially in the form included in the Plan Supplement.

(hhhh) “**Reorganized Parent Charter**” means the Certificate of Incorporation of Reorganized RHI INC to be substantially in the form included in the Plan Supplement.

(iiii) “**Reorganized Parent Governing Documents**” means the Reorganized Parent Charter and the Reorganized Parent By-laws.

(jjjj) “**Reorganized RHI INC**” means RHI INC on or after the Effective Date.

(kkkk) “**Reorganized Subsidiary**” means, individually, a reorganized Subsidiary Debtor or its successor and, collectively, all reorganized Subsidiary Debtors or their successors, on or after the Effective Date, subject in either case to the Restructuring Transactions.

(llll) “**Reorganized Subsidiary Governing Documents**” means certificates of incorporation, by-laws, articles of organization, operating agreements, or any other governing corporate document with respect to a Reorganized Subsidiary, as amended pursuant to the Plan or the Plan Supplement.

(mmmm) “**Request for Payment**” means a request for payment of an Administrative Claim filed with the Bankruptcy Court in connection with the Chapter 11 Case.

(nnnn) “**Restructuring Transactions**” means the corporate and operational restructuring transactions provided for in Section 6.2 of the Plan.

(oooo) “**RHI INC**” means RHI Entertainment, Inc., which is among the Debtors the ultimate parent company, and is publicly owned.

(pppp) “**RHI INC Interests**” means, collectively, all equity interests in RHI INC outstanding prior to the Effective Date, including, without limitation, any preferred stock, common stock, stock options or other right to purchase the stock of RHI INC, together with any warrants, conversion rights, rights of first refusal, subscriptions, commitments, agreements, or other rights to acquire or receive any stock or other equity ownership interests in RHI INC prior to the Effective Date.

(qqqq) “**RHI LLC**” means RHI Entertainment, LLC.

(rrrr) “**RHI UK**” means RHI Entertainment Ltd., an affiliate of the Debtors, which is organized and existing under the laws of the United Kingdom, and is a guarantor under the Existing First Lien Credit Agreement and the Existing Second Lien Credit Agreement.

(ssss) “**Schedules**” means the schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs required under Rule 1007(b) of the Bankruptcy Rules, as filed in the Bankruptcy Court by the Debtors and as may be amended or supplemented from time to time thereafter in accordance with Rule 1009(a) of the Bankruptcy Rules.

(tttt) “**Second Lien Agent**” means Wilmington Trust FSB or any successor serving as administrative agent under the Existing Second Lien Credit Agreement.

(uuuu) “**Second Lien Lenders**” means the lenders under the Existing Second Lien Credit Agreement and the holders of Existing Second Lien Claims, determined as of the applicable Distribution Record Date.

(vvvv) “**Second Lien Reimbursement Amount**” means the aggregate amount of $250,000 less any amounts paid to the Second Lien Agent or the Second Lien Lenders, on account of fees and expenses of the Second Lien Agent or the Second Lien Lenders, as adequate protection or otherwise pursuant to Final Order between the Petition Date and the Distribution Date.

(wwww) "**Secured Claim**" means a Claim (i) that is secured by a Lien on property in which an Estate has an interest, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, or is subject to a valid right of setoff; (ii) to the extent of the value of the holder's interest in the Estate's interest in such property or to the extent of the amount subject to a valid right of setoff, as applicable; and (iii) the amount of which is agreed upon in writing by the Debtors or the Reorganized Debtors and the holder of such Claim or determined, resolved, or adjudicated by final, non-appealable order of a court or other tribunal of competent jurisdiction.

(xxxx) "**Stockholders Agreement**" means the stockholders agreement to be applicable to the New Common Stock issued to the First Lien Lenders under the Plan, which agreement shall contain certain material terms substantially in accordance with those described on Exhibit C and shall be substantially in the form included in the Plan Supplement.

(yyyy) "**Subordinated Claim**" means (i) any Claim against any of the Debtors that is subordinated pursuant to either Section 510(b) or 510(c) of the Bankruptcy Code, which shall include any Claim arising from the rescission of a purchase or sale of any Interest, any Claim for damages arising from the purchase or sale of any Interest, or any Claim for reimbursement, contribution, or indemnification on account of any such Claim; or (ii) any Claim for any fine, penalty, or forfeiture, or multiple, exemplary, or punitive damages, to the extent that such fine, penalty, forfeiture, or damage is not compensation for actual pecuniary loss suffered by the holder of such Claim, including, without limitation, any such Claim based upon, arising from, or relating to any cause of action whatsoever (including, without limitation, violation of law, willful intellectual property infringement, fraud, personal injury, or wrongful death, whether secured or unsecured, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise), and any such Claim asserted by a governmental unit in connection with a tax or other obligation owing to such unit.

(zzzz) "**Subsidiary Debtors**" means, collectively, RHIE Holdings Inc., RHI Entertainment Holdings II, LLC, RHI Entertainment, LLC, RHI Entertainment Productions, LLC, RHI Entertainment Distribution, LLC, RHI International Distribution Inc., NGP Holding, Inc., HEGOA Inc., Independent Projects, Inc., Don Quixote, Inc., HE Pro Tunes, Inc., HEP Music, Inc., Metropolitan Productions, Inc., Library Storage, Inc., HEP SS Music Inc., and SLB Productions, Inc., each of which is a Debtor in the Chapter 11 Case.

(aaaaa) "**Subsidiary Interests**" means, collectively, all of the issued and outstanding shares of stock or membership interests of the Subsidiary Debtors, existing prior to the Effective Date but subject to the Restructuring Transactions, which stock and interests are owned, directly or indirectly, by RHI INC.

(bbbbb) "**Substantial Contribution Claim**" means a Claim for compensation or reimbursement of costs and expenses relating to services rendered in making a substantial contribution in the Chapter 11 Case pursuant to Sections 503(b)(3), (4), or (5) of the Bankruptcy Code.

(ccccc) "**Trade Account**" means an account to be established under Section 6.9 of the Plan, if applicable, which account shall be in the amount that equals the Trade Account Cap.

(ddddd) "**Trade Account Cap**" means, for purposes of Section 6.9 of the Plan, if applicable, the amount, as of the Effective Date, that equals (i) $2.9 million less (A) the amount paid or to be paid under First Day Orders, other than amounts paid or payable to employees and governmental units under such orders, (B) the amount paid or to be paid as Cure with respect to executory contracts or unexpired leases that are assumed by Final Order or pursuant to the Plan, other than amounts that may be owed as Cure under any of the Guild Settlements, the Film Obligation Settlements (including any settlement that constitutes a Film Obligation Settlement pursuant to Section 2.4(b) of the Plan), and the New York Lease Settlement, and (C) the amount, if any, that the Debtors determine, with the consent of the First Lien Agent, will exceed the amount needed to satisfy all eligible Allowed Trade Unsecured Claims; plus (ii) the amount asserted in Proofs of Claim (or the amount otherwise agreed to by the Debtors and the respective participants) for participations that are contractually bound to be paid by Crown Media Holdings, Inc. and affiliates under the Purchase and Sale Agreement dated as of October 3, 2006, but not exceeding $4.66 million, less any portion of such participations that are paid or certain to be paid by Crown Media Holdings, Inc. and affiliates.

(eeeee) "**Trade Account Disbursing Agent**" means, with respect to any distributions from the Trade Account, if applicable, the Person designated by the First Lien Agent in its sole discretion to serve as disbursing agent for the Trade Account.

(fffff) "**Trade Unsecured Claim**" means, for purposes of Section 6.9 of the Plan, if applicable, a General Unsecured Claim that is held by a claimant who has a continuing business relationship with the Debtors and is expected to have a continuing business relationship with the Reorganized Debtors, as determined by the Reorganized Debtors in their discretion, with the consent of the First Lien Agent, including, without limitation, if so determined, any claimant who is a continuing provider of goods or services to the Debtors, any claimant who is a continuing customer of the Debtors, any claimant who is a continuing production partner, continuing distributor, or party to a continuing license or sub-license to or from the Debtors, and any claimant who is a continuing employee of the Debtors; *provided, however,* that in no event shall (i) a Rejection Damages Claim be considered a Trade Unsecured Claim, (ii) a Claim be considered a Trade Unsecured Claim if the Debtors determine, in their discretion, that any continuing relationship is of a nature that does not warrant the use of the Trade Account to pay such Claim; (iii) an otherwise eligible Claim be considered a Trade Unsecured Claim if such Claim is transferred by the original holder to a third party transferee who does not have a continuing business relationship with the Debtors and who is not expected to have a continuing business relationship with the Reorganized Debtors, or (iv) an otherwise eligible Claim be considered a Trade Unsecured Claim if the holder of such Claim files an objection to confirmation of the Plan or an objection to the release contained in Section 11.8 of the Plan.

(ggggg) "**Unimpaired**" means, with respect to any Claim, that such Claim is not impaired within the meaning of Section 1124 of the Bankruptcy Code.

ARTICLE II

PLAN STRUCTURE

2.1 Basis for Plan Structure

The Plan is premised upon the following: (a) all material assets of the Debtors have been pledged to secure the Existing First Lien Claims and the Existing Second Lien Claims; (b) subject to the settlement described in Section 2.3(a) of the Plan, the amount of the Existing First Lien Claims exceeds the value of the pledged assets, and the First Lien Lenders have first priority Liens in all of the pledged assets; (c) any dispute as to the value of the pledged assets with respect to the second priority Liens of the Second Lien Lenders would be expensive, time-consuming, and detrimental to the success of the Debtors' reorganization efforts; (d) there are no unencumbered assets or, alternatively, any unencumbered assets are of de minimis value; (e) any de minimis value associated with any unencumbered assets would be exhausted by Administrative Claims, Priority Tax Claims, and Other Priority Claims; (f) the treatment of Other Secured Claims and General Unsecured Claims is dependent upon certain settlements and the applicability of either the Consensual Plan Alternative or the Non-Consensual Plan Alternative; (g) the treatment of General Unsecured Claims under the Consensual Plan Alternative is dependent on the expected amount of such Claims; and (h) the future success of the Reorganized Debtors is dependent on paying all or a reasonable portion of Trade Unsecured Claims.

2.2 Substantive Consolidation

(a) Request for Substantive Consolidation

The Plan constitutes a motion for substantive consolidation of the liabilities and properties of all the Debtors for purposes of distribution, the confirmation of the Plan shall constitute approval of the motion by the Bankruptcy Court, and the Confirmation Order shall contain findings supporting and conclusions providing for substantive consolidation on the terms set forth in Section 2.2(b) of this Plan.

(b) Effect of Substantive Consolidation

As a result of the substantive consolidation of the liabilities and properties of all the Debtors, except as otherwise provided in the Plan, (i) the chapter 11 cases of the Subsidiary Debtors shall be consolidated into the case of RHI INC as a single consolidated case; (ii) the Estate of each of the Debtors shall be deemed to be one consolidated Estate; (iii) all property of the Estate of each Debtor shall be deemed to be property of the consolidated Estates; (iv) all Claims against each Estate shall be deemed to be Claims against the consolidated Estates; (v) no distributions under this Plan shall be made on account of any Intercompany Claims, but at the election of the Debtors or the Reorganized Debtors, as applicable, such Claim may be adjusted, continued, or capitalized, either directly or indirectly or in whole or in part as of the Effective Date, and no such disposition shall require the consent of the holders of New Common Stock or the consent of any holder of Subsidiary Interests; (vi) all Claims based upon prepetition unsecured guarantees by one Debtor in favor of any other of the Debtors (other than guarantees existing under any assumed executory contracts or unexpired leases) shall be eliminated, and no distributions under this Plan shall be made on account of Claims based upon such guarantees; (vii) for purposes of determining the availability of the right of setoff under Section 553 of the Bankruptcy Code, the Debtors shall be treated as one consolidated entity so that, subject to the other provisions of Section 553, prepetition debts due to any of the Debtors may be set off against the prepetition debts of any other of the Debtors; (viii) no distributions under this Plan shall be made on account of any Subsidiary Interests, but such Interests shall be retained by their respective holders for the benefit of the holders of the New

Common Stock, subject to any applicable restrictions arising under the Exit Revolving Credit Facility or the New Second Lien Term Loan Facility; and (ix) the RHI INC Interests shall be subject and subordinate to the Claims against the consolidated Estate.

Substantive consolidation shall not merge or otherwise affect the separate legal existence of each Debtor, other than with respect to distribution rights under this Plan; substantive consolidation shall have no effect on valid, enforceable and unavoidable Liens, except for Liens that secure a Claim that is eliminated by virtue of substantive consolidation and Liens against collateral that are extinguished by virtue of substantive consolidation; and substantive consolidation shall not have the effect of creating a Claim in a class different from the class in which a Claim would have been placed in the absence of substantive consolidation.

Substantive consolidation shall not affect the obligation of each of the Debtors, pursuant to Section 1930 of Title 28 of the United States Code, to pay quarterly fees to the Office of the United States Trustee until such time as a particular chapter 11 case is closed, dismissed or converted.

2.3 Secured Lender Settlement

(a) Issues Subject to Settlement

The terms of the Plan settle issues in dispute among the Debtors, the First Lien Lenders, and the Second Lien Lenders. Such issues relate to the value of the assets pledged to secure the Existing First Lien Claims and the Existing Second Lien Claims and the intercreditor rights of the First Lien Lenders and the Second Lien Lenders to the pledged asset value. The treatment of the Existing First Lien Claims under Section 4.2(b) of the Plan and the treatment of the Existing Second Lien Claims under Section 4.2(c) of the Plan reflect the results of such settlement.

(b) Approval of Settlement

The Plan is deemed to be a motion for approval of the compromise and settlement of the issues described in Section 2.3(a) of the Plan. The confirmation of the Plan shall constitute approval of the motion by the Bankruptcy Court and the Confirmation Order shall contain findings supporting and conclusions approving the compromise and settlement as fair and equitable and within the bounds of reasonableness.

2.4 Consensual or Non-Consensual Plan Alternatives

(a) Impact of Alternatives on Certain Claim Treatments

The treatment of Allowed Other Secured Claims in Class 4 and Allowed General Unsecured Claims in Class 5 shall be dependent on whether or not the Debtors reach settlements acceptable to the First Lien Agent with respect to (i) MAT Movies & Television Productions GmbH & Co. Project IV KG and Hallmark Entertainment Holdings, Inc., (ii) U.S. Bank National Association, U.S. Bank National Association, Canada Branch, and certain production entities, borrowers, and guarantors to which, or for the benefit of which, U.S. Bank National Association and U.S. Bank National Association, Canada Branch made loans, and (iii) Powercorp International Limited and Powercorp International Holdings Limited.

(b) Deadline for and Implementation of Consensual Plan Settlements

Until the earlier of the deadline for filing the Plan Supplement and the Bar Date applicable to General Unsecured Claims, the Debtors shall be permitted to seek to reach the required settlements. If any required settlement is reached and closed prior to the Petition Date, such settlement shall constitute a Film Obligation Settlement under Section 7.3(b) of the Plan, shall be evidenced in a supplement to Exhibit G to be included in the Plan Supplement or, at the election of the Debtors with the consent of the First Lien Agent, shall be the subject of a motion for approval to be filed with the Bankruptcy Court by the earlier of the deadline for filing the Plan Supplement and the Bar Date applicable to General Unsecured Claims. If any such settlement is reached or closed after the Petition Date, it shall be the subject of a motion for approval to be filed with the Bankruptcy Court by the earlier of the deadline for filing the Plan Supplement and the Bar Date applicable to General Unsecured Claims.

(c) Notice of Applicable Alternative

If the required settlements are reached, and thus the Consensual Plan Alternative is determined to apply, the Debtors shall file with the Bankruptcy Court a notice of such determination contemporaneously with the filing of the Plan Supplement. In that event, Other Secured Claims in Class 4 shall be entitled to the treatment provided in Section 4.2(d)(i) of the Plan and General Unsecured Claims shall be entitled to the treatment provided in Section 4.2(e)(i) of the Plan. If the required settlements are not reached, and thus the Non-Consensual Plan Alternative is determined to apply, the Debtors shall file with the Bankruptcy Court a notice of such determination contemporaneously with the filing of the Plan Supplement. In that event, Other Secured Claims in Class 4 shall receive the treatment provided in Section 4.2(d)(ii) of the Plan and General Unsecured Claims shall receive the treatment provided in Section 4.2(e)(ii) of the Plan.

2.5 Estimated Class 5 Allowed Claims Determination

(a) Impact of Determination on Treatment of General Unsecured Claims

Under the Consensual Plan Alternative, the treatment of General Unsecured Claims under the Plan shall be dependent on whether or not the Estimated Class 5 Allowed Claims are determined to exceed the Maximum Class 5 Amount.

(b) Deadline for and Implementation of Determination

No later than ten (10) days after the applicable Bar Date and following consultation with the Debtors, the First Lien Agent shall determine if Estimated Class 5 Allowed Claims exceed the Maximum Class 5 Amount.

(c) Notice of Determination

If the First Lien Agent determines that Estimated Class 5 Allowed Claims do not exceed the Maximum Class 5 Amount, the Debtors shall file a notice with the Bankruptcy Court advising that General Unsecured Claims shall receive the treatment provided in Section 4.2(e)(i)(A) of the Plan. If the First Lien Agent determines that Estimated Class 5 Allowed Claims exceed the Maximum Class 5 Amount, the Debtors shall file a notice with the Bankruptcy Court advising that General Unsecured Claims shall receive the treatment provided in Section 4.2(e)(i)(B) of the Plan.

2.6 Accommodations by First Lien Lenders

The First Lien Lenders shall have agreed, by their votes in favor of the Plan, (a) to allow distributions to be made to the Second Lien Lenders pursuant to Sections 2.3 and 4.2(c) of the Plan, (b) if the Consensual Plan Alternative applies and the Estimated Class 5 Allowed Amount is determined not to exceed the Maximum Class 5 Amount, to permit Allowed General Unsecured Claims to be Reinstated pursuant to Section 4.2(e)(i)(A) of the Plan, and (c) if the Consensual Plan Alternative applies but the Estimated Class 5 Allowed Amount is determined to exceed the Maximum Class 5 Amount or if the Non-Consensual Plan Alternative applies, to allow the establishment of the Trade Account and payments to be made to the holders of eligible Allowed Trade Unsecured Claims pursuant to Section 6.9 of the Plan. With the exception of the First Lien Lenders, no other holder of a Claim or Interest is entitled to the value that the First Lien Lenders shall have agreed to forego under the Plan.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

3.1 Introduction

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date. A Claim or Interest may be bifurcated and classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes.

3.2 Unclassified Claims

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims have not been classified.

3.3 Classified Claims and Interests

Subject to Section 2.2 of the Plan, the Claims and Interests against the Debtors have been classified into the separate Classes set forth below.

(a) *Class 1: Other Priority Claims* -- Class 1 consists of all Other Priority Claims. Such Class is Unimpaired and the holders of Claims within such Class are not entitled to vote on the Plan and are deemed to accept the Plan.

(b) *Class 2: Existing First Lien Claims* -- Class 2 consists of all Existing First Lien Claims. Such Class is Impaired. The holders of Claims within such Class are entitled to vote to accept or reject the Plan.

(c) *Class 3: Existing Second Lien Claims* -- Class 3 consists of all Existing Second Lien Claims. Such Class is Impaired. The holders of Claims within such Class are entitled to vote to accept or reject the Plan.

(d) *Class 4: Other Secured Claims* -- Class 4 consists of separate sub-Classes, one for each Other Secured Claim. Each sub-Class is deemed to be a separate Class for all purposes under the Bankruptcy Code. Under the Consensual Plan Alternative, each of such sub-Classes is Unimpaired, and the holders of Claims within such sub-Classes are not entitled to vote on the Plan and are deemed to accept the Plan. Under the Non-Consensual Plan Alternative, each of such sub-Classes is Impaired, and the holders of Claims within such sub-Classes are not entitled to vote on the Plan and are deemed to reject the Plan.

(e) *Class 5: General Unsecured Claims* -- Class 5 consists of all General Unsecured Claims. Under the Consensual Plan Alternative, such Class is either (i) Unimpaired if the Estimated Class 5 Allowed Claims do not exceed the Maximum Class 5 Amount, in which case the holders of Claims within such Class are not entitled to vote on the Plan and are deemed to accept the Plan, or (ii) Impaired if the Estimated Class 5 Claims exceed the Maximum Class 5 Amount, in which case the holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan. Under the Non-Consensual Plan Alternative, such Class is Impaired, and the holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

(f) *Class 6: Subordinated Claims* -- Class 6 consists of all Subordinated Claims. Such Class is Impaired. The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

(g) *Class 7: RHI INC Interests* -- Class 7 consists of all RHI INC Interests. Such Class is Impaired. The holders of Interests within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS

4.1 Unclassified Claims

(a) Administrative Claims

With respect to each Allowed Administrative Claim, except as otherwise provided for in Section 11.1 of the Plan, on, or as soon as reasonably practicable after, the Distribution Date, the holder of each such Allowed Administrative Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim, (i) Cash equal to the unpaid portion of such Allowed Administrative Claim or (ii) such different treatment as to which such holder and the Debtors or the Reorganized Debtors, as applicable, shall have agreed upon in writing; *provided*, *however*, that Allowed Administrative Claims with respect to liabilities incurred by a Debtor in the ordinary course of business during the Chapter 11 Case shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto.

(b) DIP Facility Claims

The DIP Facility Claims shall be deemed Allowed in their entirety for all purposes of the Plan and the Chapter 11 Case. The holders of the Allowed DIP Facility Claims shall receive, on the Effective Date, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed DIP Facility Claims, (i) such treatment as required under the DIP Facility or (ii) such different treatment as to which such holders and the Debtors or the Reorganized Debtors, as applicable, shall have agreed upon in writing; *provided*, *however*, that in respect of any letters of credit issued and undrawn under the DIP Facility, unless the issuing bank is a lender under the Exit Revolving Credit Facility and in its sole discretion permits such letters of credit to be rolled over and treated as letters of credit issued under the Exit Revolving Credit Facility, the Debtors or the Reorganized Debtors shall be required to either, with the consent of such issuing bank: (A) cash collateralize such letters of credit in an amount equal to 105% of the undrawn amount of any such letters of credit, (B) return any such letters of credit to the issuing bank undrawn and marked “cancelled,” or (C) provide a “back-to-back” letter of credit to the issuing bank in a form and issued by an institution reasonably satisfactory to such issuing bank, in an amount equal to 105% of the then undrawn amount of such letters of credit.

(c) Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, as shall have been determined by the Debtors or by the Reorganized Debtors, either (i) on, or as soon as reasonably practicable after, the Distribution Date, Cash equal to the unpaid portion of such Allowed Priority Tax Claim, (ii) such different treatment as to which the applicable Debtor and such holder shall have agreed upon in writing, or (iii) at the Reorganized Debtors' sole discretion, regular quarterly installment payments in Cash having a total value, as of the Effective Date (reflecting an interest rate determined, as of the calendar month in which the Confirmation Date occurs, pursuant to Section 511(a) of the Bankruptcy Code), equal to such Allowed Priority Tax Claim, over a period beginning on the first calendar quarter end after the Effective Date and ending on the last calendar quarter end that precedes the date that is five (5) years after the Petition Date.

4.2 Classified Claims and Interests

(a) Class 1: Other Priority Claims

Class 1 is Unimpaired.
The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to accept the Plan.

On, or as soon as reasonably practicable after, the Distribution Date, each holder of an Allowed Other Priority Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Priority Claim, either (i) Cash equal to the unpaid portion of such Allowed Other Priority Claim or (ii) such different treatment as to which such holder and the Debtors or the Reorganized Debtors, as applicable, shall have agreed upon in writing.

(b) Class 2: Existing First Lien Claims

Class 2 is Impaired.
The holders of Claims within such Class are entitled to vote to accept or reject the Plan.

The Existing First Lien Claims shall be allowed in full, without setoff, subordination, avoidance, reduction, defense, setoff, recharacterization, or counterclaim, in the aggregate principal amount outstanding as of the Petition Date plus the amount attributable to letters of credit issued and outstanding under the Existing First Lien Credit Agreement as of the Petition Date, the amount of terminated swap agreements as of the Petition Date, and the amount attributable to accrued and unpaid interest, fees, and costs as of the Petition Date.

Each of the First Lien Lenders, in full satisfaction, settlement, release, and discharge of and in exchange for the Existing First Lien Secured Claims, shall receive (i) on the Distribution Date, its Pro Rata share of (A) $300 million of New Term Loan Obligations and (B) an amount of shares of New Common Stock representing approximately 99% of the New Common Stock to be issued on the Effective Date (subject to dilution by the New Management Incentive Plan and the New Warrants), and (ii) if, and only if, Section 6.9 of the Plan is applicable, with the Trade Account to be established pursuant to Section 2.6 of the Plan for the purpose of implementing Section 6.9 of the Plan, as soon as practicable after all payments to be made on account of Allowed Trade Unsecured Claims have been made, any amount remaining in the Trade Account.

The New Term Loan Obligations shall be governed by and subject to the New Second Lien Term Loan Facility, which New Second Lien Term Loan Facility (including any indemnification and expense reimbursement therein) shall be binding on all First Lien Lenders whether or not executed by any or all First Lien Lenders. The New Common Stock shall be governed by and subject to the Reorganized Parent Governing Documents. The New Common Stock of the First Lien Lenders shall also be subject to the Stockholders Agreement, which shall be binding on all First Lien Lenders upon the Effective Date without execution, and to the Registration Rights Agreement for those First Lien Lenders who agree to execute the same.

The First Lien Lenders shall accept the distributions on account of the Existing First Lien Secured Claims in full satisfaction, settlement, release, and discharge of and in exchange for all Claims arising under the Existing First Lien Credit Agreement, including Claims arising thereunder (but not under the New Second Lien Term Loan Facility) against RHI UK. The First Lien Lenders shall not receive or retain any property under the Plan on account of any Existing First Lien Deficiency Claims and all Existing First Lien Deficiency Claims shall be deemed waived by the First Lien Lenders and discharged as of the Effective Date.

All Liens granted by the Debtors to secure the Existing First Lien Claims shall be continued in effect to secure the New Term Loan Obligations (subject to the rights of the lenders under the Exit Revolving Credit Facility).

(c) Class 3: Existing Second Lien Claims

Class 3 is Impaired.
The holders of Claims within such Class are entitled to vote to accept or reject the Plan.

The Existing Second Lien Claims shall be allowed in full, without setoff, subordination, avoidance, reduction, defense, setoff, recharacterization, or counterclaim, in the aggregate principal amount as of the Petition Date, plus the amount attributable to accrued and unpaid interest, fees and costs as of the Petition Date.

Each of the Second Lien Lenders, in compromise of their alleged collateral and intercreditor rights in the Debtors' assets, and in full satisfaction, settlement, release, and discharge of and in exchange for their alleged Existing Second Lien Secured Claims, shall receive on the Distribution Date, its Pro Rata share of (i) an amount of shares of New Common Stock representing approximately 1% of the New Common Stock to be issued on the Effective Date (subject to dilution by the New Management Incentive Plan and the New Warrants), and (ii) New Warrants representing 15% ownership of the New Common Stock on a fully-diluted basis, as of the Effective Date, determined after taking into account the full dilution attributable to the New Management Incentive Plan and the exercise of the New Warrants.

In addition, as soon as practicable after the Distribution Date and the submission to the Reorganized Debtors of all summary invoices therefor, the Reorganized Debtors shall pay to the Second Lien Agent and the Second Lien Lenders Cash equal to the amount of reasonable fees and out-of-pocket expenses (including fees and costs of professionals and advisors) invoiced by the Second Lien Agent and any such Second Lien Lender between September 28, 2010 and the Distribution Date (and not invoiced prior to September 28, 2010) with respect to the Existing Second Lien Claims and the Chapter 11 Case, but not exceeding for the Second Lien Agent and all Second Lien Lenders the Second Lien Reimbursement Amount. If the aggregate amount of reasonable fees and out-of-pocket expenses as invoiced exceeds the Second Lien Reimbursement Amount, the Debtors shall pay to the Second Lien Agent Cash in the amount of the Second Lien Reimbursement Amount, and the Second Lien Agent shall be responsible for allocating such amount among itself and each of the Second Lien Lenders.

The New Common Stock shall be governed by and subject to the Reorganized Parent Governing Documents. Those Second Lien Lenders who agree to execute the Registration Rights Agreement and the New Warrants shall have the rights afforded under the Registration Rights Agreement and the New Warrants, respectively.

The Second Lien Lenders shall accept the distributions on account of the Existing Second Lien Claims in full satisfaction, settlement, release, and discharge of and in exchange for all Claims arising under the Existing Second Lien Credit Agreement, including Claims against RHI UK. The Second Lien Lenders shall not receive or retain any property under the Plan on account of the Existing Second Lien Deficiency Claims and all Existing Second Lien Deficiency Claims shall be deemed waived by the Second Lien Lenders and discharged as of the Effective Date.

As of the Effective Date, all Liens granted by the Debtors to secure the Existing Second Lien Claims shall be released, shall be deemed null and void, and shall be unenforceable for all purposes; *provided, however*, that the Second Lien Agent shall be required to execute and deliver on or before the Effective Date, in form and substance reasonably acceptable to the Debtors, formal documents of release and waiver with respect to all such released Liens, and the Debtors may withhold distributions to the Second Lien Lenders until such documents are received.

(d) Class 4: Other Secured Claims

(i) Consensual Plan Alternative

Each sub-Class within Class 4 is Unimpaired.
The holders of Claims within such sub-Classes are not entitled to vote on the Plan and are deemed to accept the Plan.

The legal, equitable, and contractual rights of each holder of such an Allowed Other Secured Claim shall be Reinstated. On, or as soon as reasonably practicable after, the Distribution Date, each holder of such an Allowed Other Secured Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim, such payment on such terms as would otherwise apply to such Claim had the Chapter 11 Case not been filed, consistent with the relevant underlying documents, if any.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code, all pre-petition Liens on property of any Debtor held with respect to an Allowed Other Secured Claim shall survive the Effective Date and continue in accordance with the contractual terms or statutory provisions governing such Allowed Other Secured Claim until such Allowed Other Secured Claim is satisfied, at which time such Liens shall be released, shall be deemed null and void, and shall be unenforceable for all purposes. Nothing in the Plan shall preclude the Debtors or the Reorganized Debtors from challenging the validity, perfection, priority, or enforceability of, or seeking to avoid, any alleged Lien on any asset of a Debtor or the value of the property that allegedly secures any such Lien.

(ii) Non-Consensual Plan Alternative

Each sub-Class within Class 4 is Impaired.
The holders of Claims within such sub-Classes are not entitled to vote on the Plan and are deemed to reject the Plan.

At the option of the Debtors, with the agreement of the First Lien Agent, either (A) the legal, equitable, and contractual rights of the holder of an Allowed Other Secured Claim shall be Reinstated as of the Effective Date in accordance with the provisions of Section 1124(2) of the Bankruptcy Code; (B) the holder of an Allowed Other Secured Claim shall (x) retain the Liens securing such Allowed Other Secured Claim and (y) receive regular quarterly installment payments in Cash having a total value, as of the Effective Date (reflecting the interest rate established in the Confirmation Order or, if applicable, determined under Section 511 of the Bankruptcy Code), equal to such Allowed Other Secured Claim, over a period ending not later than five (5) years after the Petition Date, with the first payment to be made on the last day of the calendar quarter that is at least ten (10) days after the Distribution Date and subsequent payments to be made on the last day of each calendar quarter thereafter through the five (5)-year period; (C) the collateral securing such Allowed Other Secured Claim shall be surrendered to the holder of such Allowed Other Secured Claim on the Distribution Date; or (D) the holder of the Allowed Other Secured Claim shall be paid in full on the Effective Date.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code, all pre-petition Liens on property of any Debtor held with respect to an Allowed Other Secured Claim shall survive the Effective Date and continue in accordance with the contractual terms or statutory provisions governing such Allowed Other Secured Claim until such Allowed Other Secured Claim is satisfied, at which time such Liens shall be released, shall be deemed null and void, and shall be unenforceable for all purposes. Nothing in the Plan shall preclude the Debtors or the Reorganized Debtors from challenging the validity, perfection, priority, or enforceability of, or seeking to avoid, any alleged Lien on any asset of a Debtor or the value of the property that allegedly secures any such Lien.

The Debtors' failure to object to any Other Secured Claim in the Chapter 11 Case shall be without prejudice to the Debtors' or the Reorganized Debtors' right to contest or otherwise defend against such Claim or underlying Lien in the appropriate forum when and if such Claim or Lien is sought to be enforced by the holder of such Other Secured Claim.

(e) Class 5: General Unsecured Claims

(i) Consensual Plan Alternative

(A) Estimated Class 5 Allowed Claims Do Not Exceed Maximum Class 5 Amount

Class 5 is Unimpaired.
The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to accept the Plan.

If the Estimated Class 5 Allowed Claims do not exceed the Maximum Class 5 Amount, then the legal, equitable and contractual rights of each holder of an Allowed General Unsecured Claims shall be Reinstated. On, or as soon as reasonably practicable after, the Distribution Date, each holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for, such Allowed General Unsecured Claim, such payment on such terms as would otherwise apply to such Claim had the Chapter 11 Case not been filed and consistent with the relevant underlying documents, if any.

(B) Estimated Class 5 Allowed Claims Exceed Maximum Class 5 Amount

Class 5 is Impaired.
The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

But if the Estimated Class 5 Allowed Claims exceed the Maximum Class 5 Amount, then the holders of General Unsecured Claims shall not receive or retain any property under the Plan on account of such Claims. All General Unsecured Claims shall be discharged as of the Effective Date.

(ii) Non-Consensual Plan Alternative

Class 5 is Impaired.
The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

The holders of General Unsecured Claims shall not receive or retain any property under the Plan on account of such Claims. All General Unsecured Claims shall be discharged as of the Effective Date.

(f) Class 6: Subordinated Claims

Class 6 is Impaired.
The holders of Claims within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

Under both the Consensual Plan Alternative and the Non-Consensual Plan Alternative, the holders of Subordinated Claims shall not receive or retain any property under the Plan on account of such Claims. All Subordinated Claims shall be discharged as of the Effective Date.

(g) Class 7: RHI INC Interests

Class 7 is Impaired.
The holders of Interests within such Class are not entitled to vote on the Plan and are deemed to reject the Plan.

Under both the Consensual Plan Alternative and the Non-Consensual Plan Alternative, all RHI INC Interests shall be cancelled and all rights and interests therein shall be terminated as of the Effective Date. The holders of RHI INC Interests shall not receive or retain any property under the Plan on account of such Interests.

4.3 Continuing Effectiveness of First Day Orders

Payment authorization granted to the Debtors under any First Day Order shall continue in effect after the Effective Date. Accordingly, the Debtors may, in their discretion, pay or otherwise satisfy any Claim as permitted by the applicable First Day Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

4.4 Reservation of Rights Regarding Claims

Except as otherwise explicitly provided in the Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights, defenses, and counterclaims, both legal and equitable, with respect to any Claims other than the Existing First Lien Claims and the Existing Second Lien Claims, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

ARTICLE V

ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Impaired Classes of Claims and Interests Entitled to Vote

Holders of Claims in each Impaired Class of Claims that will receive or retain any property under the Plan are entitled to vote to accept or reject the Plan, unless any such Class has been deemed to reject the Plan. Classes 2 and 3 are Impaired and will receive or retain property under the Plan, as set forth in Section 4.2(b) and 4.2(c) of the Plan, and have not been deemed to reject the Plan. Accordingly, the votes of holders of Claims in Classes 2 and 3 shall be solicited with respect to the Plan.

5.2 Acceptance by an Impaired Voting Class

In accordance with Section 1126(c) of the Bankruptcy Code, and except as provided in Section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims that votes on the Plan shall have accepted the Plan if the Plan is accepted by the holders of at least two-thirds (2/3) in dollar amount and more than one-half (½) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject the Plan.

5.3 Deemed Acceptances by Classes

(a) Under the Consensual Plan Alternative, Claims in Classes 1 and 4, and if the Estimated Class 5 Allowed Claims do not exceed the Maximum Class 5 Amount also Class 5, are Unimpaired under the Plan. Under Section 1126(f) of the Bankruptcy Code, holders of such Unimpaired Claims are conclusively presumed to have accepted the Plan, and the votes of such Unimpaired Claim and Interest holders shall not be solicited.

(b) Under the Non-Consensual Plan Alternative, only Claims in Class 1 are Unimpaired under the Plan. Under Section 1126(f) of the Bankruptcy Code, holders of such Unimpaired Claims are conclusively presumed to have accepted the Plan, and the votes of such Unimpaired Claim and Interest holders shall not be solicited.

5.4 Deemed Rejections by Classes

(a) Under the Consensual Plan Alternative, Claims in Class 6 and Interests in Class 7, and if the Estimated Class 5 Allowed Claims exceed the Maximum Class 5 Amount also Class 5, are Impaired, and the holders of such Claims and Interests are not entitled to receive or retain any property under the Plan. Under Section 1126(g) of the Bankruptcy Code, such holders are deemed to have rejected the Plan, and the votes of such holders shall not be solicited.

(b) Under the Non-Consensual Plan Alternative, Claims in Classes 4, 5, and 6 and Interests in Class 7 are Impaired. With respect to Class 4, although the holders of such Claims are entitled to receive or retain property under the Plan, they are deemed to reject the Plan and their votes shall not be solicited. With respect to Classes 5, 6, and 7, the holders of such Claims and Interests are not entitled to receive or retain any property under the Plan, and under Section 1126(g) of the Bankruptcy Code, such holders are deemed to have rejected the Plan and their votes shall not be solicited.

5.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

In view of the deemed rejection of the Plan by Classes 6 and 7 under the Consensual Plan Alternative, or by Classes 4, 5, 6, and 7 under the Non-Consensual Plan Alternative, the Debtors request Confirmation of the Plan, as it may be modified from time to time, under Section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, or modify the Plan, the Plan Supplement, or any exhibit, in accordance with the provisions of the Plan, including, without limitation, Section 11.14, as necessary to satisfy the requirements of Section 1129(b) of the Bankruptcy Code.

5.6 Votes Solicited in Good Faith

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on the Plan from Classes 2 and 3 in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, Section 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. The Debtors, the Reorganized Debtors, and each of their respective principals, members, partners, directors, officers, employees, agents, managers, representatives, advisors, attorneys, accountants, and professionals shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered or sold under the Plan, and, therefore, are not, and on account of such offer, issuance, sale, solicitation, or purchase shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of any security offered or sold under the Plan.

ARTICLE VI

MEANS FOR IMPLEMENTATION OF THE PLAN

6.1 Continued Corporate Existence

Subject to the Restructuring Transactions, the Reorganized Debtors shall continue to exist after the Effective Date as separate legal entities, in accordance with the applicable laws in the respective jurisdictions in which they are incorporated as of the Effective Date.

6.2 Restructuring Transactions

On, as of, or after the Effective Date, with the consent of its Board of Directors (or other governing body), each of the Reorganized Debtors may take such actions as may be necessary or appropriate to effect a corporate or operational restructuring of their respective businesses, to otherwise simplify the overall corporate or operational structure of the Reorganized Debtors, to achieve corporate or operational efficiencies, or to otherwise improve financial results; *provided, however*, that such actions are not otherwise inconsistent with the Plan, the distributions to be made under the Plan, the New Second Lien Term Loan Facility, or the Exit Revolving Credit Facility. Such actions (a) may include such mergers, consolidations, restructurings, dispositions, liquidations, closures, or dissolutions, as may be determined by the Reorganized Debtors to be necessary or appropriate, and (b) shall be in accordance with any applicable state law, except to the extent the Bankruptcy Code, the Plan, or any document in the Plan Supplement exempts such transactions from applicable state law, including, without limitation, as specified in Section 6.12 of the Plan. Upon entry of the Confirmation Order, the Debtors shall be authorized to take such steps as may be necessary prior to the Effective Date to prepare to implement any or all of such actions on or after the Effective Date.

6.3 Certificates of Incorporation and By-laws

(a) Reorganized RHI INC shall be governed by the Reorganized Parent Governing Documents, which shall contain provisions that satisfy the Plan and the Bankruptcy Code and shall include, among other things, pursuant to Section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by Section 1123(a)(6) of the Bankruptcy Code. The Reorganized Parent Governing Documents shall be in substantially the forms of such documents included in the Plan Supplement.

(b) The certificate or articles of incorporation, by-laws, articles of organization, or operating agreement, as applicable, of each Subsidiary Debtor shall be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code and shall include, among other things, pursuant to Section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting equity securities, but only to the extent required by Section 1123(a)(6) of the Bankruptcy Code; and, as amended, shall constitute the Reorganized Subsidiary Governing Documents.

6.4 Revesting of Assets; Release of Liens

(a) Subject to the Restructuring Transactions, and except as otherwise provided herein, the property of each Debtor's Estate, together with any property of each Debtor that is not property of its Estate and that is not specifically disposed of pursuant to the Plan, shall revest in the applicable Reorganized Debtor on the Effective Date. Thereafter, each Reorganized Debtor may operate its business and may use, license, acquire, and dispose of such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court. Except as specifically provided in the Plan or the Confirmation Order, as of the Effective Date, all property of each Reorganized Debtor shall be free and clear of all Claims, Interests, Liens, charges, or other encumbrances.

(b) Unless the Plan provides otherwise, all Liens securing the obligations of any Debtor shall be released and the holders of Claims or Interests or other Persons claiming the benefit of any such Liens shall be directed to release the collateral or other property subject thereto and to take such actions as may be required by the Reorganized Debtors to evidence such release, including, without limitation, the execution, delivery, and filing or recording of such release. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

6.5 Exit Funding

(a) The Reorganized Debtors shall be authorized to (i) enter into the Exit Revolving Credit Facility, (ii) incur or guaranty the indebtedness and grant any Lien as required under the Exit Revolving Credit Facility, and (iii) issue, execute and deliver all documents, instruments and agreements necessary or appropriate to implement and effectuate all obligations under the Exit Revolving Credit Facility and to take all other actions necessary to implement and effectuate borrowings under the Exit Revolving Credit Facility.

(b) On the Effective Date, the Exit Revolving Credit Facility, together with new promissory notes and guarantees, if any, evidencing obligations of the Reorganized Debtors thereunder, and all other documents, instruments, and agreements to be entered into, delivered, or confirmed thereunder on the Effective Date, shall become effective. The new promissory notes issued pursuant to the Exit Revolving Credit Facility and all obligations under the Exit Revolving Credit Facility and related documents shall be paid as set forth in the Exit Revolving Credit Facility and related documents.

(c) The Debtors and the Reorganized Debtors, as applicable, shall be authorized to (i) engage in intercompany transactions to transfer Cash for distribution pursuant to the Plan and (ii) continue to engage in intercompany transactions (subject to any applicable contractual limitations, including any in the Exit Revolving Credit Facility or the New Second Lien Term Loan Facility), including, without limitation, transactions relating to the incurrence of intercompany indebtedness.

(d) The New Second Lien Term Loan Facility shall take the form of an amendment and restatement of the Existing First Lien Credit Agreement, and any Liens with respect to the Existing First Lien Credit Agreement, as well as the priority of such Liens, shall be continued for the benefit of the parties secured under the New Second Lien Term Loan Facility.

6.6 Authorization and Issuance of the New Securities

(a) On the Effective Date, Reorganized RHI INC (i) shall (A) provide for authorized capital equal to 1 million shares of New Common Stock; (B) issue such number of shares of New Common Stock as shall be mutually acceptable to the First Lien Agent and Reorganized RHI INC for ultimate distribution to the First Lien Lenders on account of their Existing First Lien Secured Claims and the Second Lien Lenders on account of their Existing Second Lien Claims, which shares shall initially be transferred 99% to RHI Entertainment Holdings II, LLC and 1% to RHIE Holdings Inc. (which immediately transfers such 1% to RHI Entertainment Holdings II, LLC), then from RHI Entertainment Holdings II, LLC to RHI LLC, and finally from RHI LLC to the First Lien Lenders and Second Lien Lenders; and (C) reserve for issuance in accordance with the terms of the Plan a number of shares of New Common Stock necessary (excluding shares that may be issuable as a result of the antidilution provisions thereof) to satisfy the required distributions of (x) the New Warrants and (y) the stock, options, and other awards granted under the New Management Incentive Plan; and (ii) shall authorize and issue the New Warrants for ultimate distribution to the Second Lien Lenders on account of their Existing Second Lien Claims, which warrants shall initially be transferred 99% to RHI Entertainment Holdings II, LLC and 1% to RHIE Holdings Inc. (which immediately transfers such 1% to RHI Entertainment Holdings II, LLC), then from RHI Entertainment Holdings II, LLC to RHI LLC, and finally from RHI LLC to the Second Lien Lenders.

(b) The New Common Stock issued under the Plan shall be subject to dilution based upon (i) such shares of the New Common Stock as may be issued pursuant to the New Management Incentive Plan as set forth in Section 6.8(a)(i) of the Plan, (ii) the exercise of the New Warrants, and (iii) any other shares of New Common Stock issued post-emergence.

(c) The issuance and distribution of the New Securities pursuant to the Plan shall be authorized under Section 1145 of the Bankruptcy Code as of the Effective Date without further act or action by any Person, except as may be required by the Reorganized Parent Governing Documents or applicable law, regulation, order or rule.

(d) The rights of the holders of New Common Stock shall be as provided for in the Reorganized Parent Governing Documents and, as to certain holders, the Stockholders Agreement and the Registration Rights Agreement. The rights of the holders of the New Warrants shall be as provided for in the New Warrants and, as to certain holders, the Registration Rights Agreement.

(e) Each First Lien Lender shall be deemed to have consented to the terms of, and to have executed and become a party to, the Stockholders Agreement.

(f) Each First Lien Lender and Second Lien Lender receiving New Common Stock under the Plan shall, if desiring to obtain the benefits of the Registration Rights Agreement as to the New Common Stock, be required to execute and become a party to the Registration Rights Agreement. Each Second Lien Lender receiving New Warrants under the Plan shall, if desiring to obtain the benefits of the Registration Rights Agreement as to the New Warrants, be required to execute and become a party to the Registration Rights Agreement, if applicable.

(g) From and after the Effective Date, or as soon as practicable thereafter, upon the filing of the necessary certifications with the Securities and Exchange Commission, it is intended that Reorganized RHI INC shall no longer be a "public" company and shall no longer be subject to periodic filing or other requirements pursuant to the Securities Exchange Act of 1934. The rights of the holders of New Common Stock shall be as provided for in the Reorganized Parent Governing Documents, which shall include restrictions on transfer of the New Common Stock intended to ensure that the New Common Stock does not become held by such number of persons as would require Reorganized RHI INC to continue or resume filing periodic or other reports pursuant to the Securities Exchange Act of 1934.

6.7 Directors and Officers of Reorganized Debtors

(a) The New Board shall be comprised of five (5) directors, consisting of (i) the chief executive officer of RHI INC serving immediately prior to the Effective Date and (ii) four (4) independent and disinterested directors designated by the First Lien

Agent. The designation of directors pursuant to the foregoing clause shall be made in the Plan Supplement. The New Board shall serve in accordance with the Reorganized Parent Governing Documents and shall be subject to replacement or removal as provided therein.

(b) The officers of RHI INC serving immediately prior to the Effective Date shall continue to serve in their same respective capacities after the Effective Date for and on behalf of Reorganized RHI INC in accordance with and subject to the replacement or removal provisions of the Reorganized Parent Governing Documents.

(c) Subject to the Restructuring Transactions, the existing directors and officers of the Subsidiary Debtors shall continue to serve in their same respective capacities after the Effective Date for the Reorganized Subsidiaries, in accordance with and subject to the replacement or removal provisions of the Reorganized Subsidiary Governing Documents.

6.8 New Management Incentive Plan

(a) In accordance with the New Management Incentive Plan, (i) on the Effective Date, (A) Reorganized RHI INC shall be authorized and directed to establish and implement the founders equity plan and the management equity incentive plan, under which, *inter alia*, an aggregate of 15% of the total amount of New Common Stock (without giving effect to the shares reserved for issuance pursuant to the New Warrants) shall be issued or reserved for issuance, as described on Exhibit D; and (B) the Reorganized Debtors shall enter into new employment agreements, as described on Exhibit D; and (ii) after the Effective Date, the Reorganized Debtors shall establish and implement the annual incentive plan, as described on Exhibit D.

(b) As of the Effective Date, pursuant to the Confirmation Order and Section 303 of the Delaware General Corporation Law, the New Management Incentive Plan (and in particular the founders equity plan and the management equity incentive plan) shall be deemed adopted by the unanimous action of the New Board and approved by the unanimous action of the stockholders of Reorganized RHI INC (including, without limitation, for purposes of Section 422 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder). The foregoing sentence shall not be deemed to limit the application of Section 303 of the Delaware General Corporation Law to any other corporate action taken pursuant to the Plan.

(c) The New Management Incentive Plan may be amended or modified from time to time by the New Board in accordance with the terms of the particular plan document or agreement, and any such amendment or modification shall not require an amendment of the Plan.

6.9 Trade Account Distributions

(a) This Section 6.9 of the Plan shall be applicable only (i) under the Consensual Plan Alternative if Estimated Class 5 Allowed Claims exceed the Maximum Class 5 Amount or (ii) under the Non-Consensual Plan Alternative.

(b) On or before the Effective Date, the Trade Account Disbursing Agent shall establish, for the benefit of the holders of Allowed Trade Unsecured Claims, the Trade Account, which shall be funded, on the Effective Date, with Cash transferred by the Debtors or the Reorganized Debtors from funds that would otherwise constitute the collateral of the First Lien Lenders, which funds the First Lien Lenders have agreed to make available to preserve and foster the Reorganized Debtors' valuable trade and other continuing business relationships.

(c) On or before the Effective Date, the Debtors or the Reorganized Debtors, with the consent of the First Lien Agent, shall have identified the Claims that are eligible to be treated as Trade Unsecured Claims and shall provide such information to the Trade Account Disbursing Agent. Such eligible Trade Unsecured Claims shall not be entitled to a distribution from the Trade Account until such Claims are determined to be Allowed Claims.

(d) On, or as soon as reasonably practicable after, the Distribution Date, each holder of an Allowed Trade Unsecured Claim shall receive from the Trade Account Disbursing Agent, in full satisfaction, settlement, release, and discharge of and in exchange for, such Allowed Trade Unsecured Claim, either (i) if the aggregate amount of all eligible Allowed Trade Unsecured Claims is less than the Trade Account Cap, Cash in the amount of such holder's Allowed Claim or (ii) if the aggregate amount of all eligible Allowed Trade Unsecured Claims is more than the Trade Account Cap, then such holder's Pro Rata share of the Trade Account Cap.

(e) In the event that distributions are made on a Pro Rata basis, the Trade Account Disbursing Agent shall set aside from the initial allocation an amount of Cash sufficient to ensure the same Pro Rata allocation for any eligible Disputed Trade Unsecured Claims until such Claims are Allowed. If the amount of the allocation set aside for such Disputed Claims exceeds the Pro

Rata distribution to which such Claims are entitled when and if Allowed, such excess amount shall be held in the Trade Account until all Disputed Claims are resolved, and shall then be distributed on a Pro Rata basis among all eligible Allowed Trade Unsecured Claims.

(f) For the avoidance of doubt, as of the Effective Date, the funds in the Trade Account shall not constitute property of the Debtors or the Reorganized Debtors. All payments from the Trade Account shall be made by the Trade Account Disbursing Agent to the holders of eligible Allowed Trade Unsecured Claims, free and clear of all Liens, claims and encumbrances. After all payments from the Trade Account have been made, the undistributed portion of the Trade Account, if any, shall be distributed to the First Lien Lenders in accordance with Section 4.2(b) of the Plan.

6.10 Indemnification of Debtors' Directors, Officers, and Employees

The Reorganized Parent Governing Documents and the Reorganized Subsidiary Governing Documents shall contain provisions which, to the fullest extent permitted by applicable law, (i) eliminate the personal liability of the Debtors' directors, officers, and key employees serving before, on, and after the Petition Date and the Reorganized Debtors' directors, officers, and key employees serving on and after the Effective Date for monetary damages; and (ii) require such Reorganized Debtors, subject to appropriate procedures, to indemnify those of the Debtors' and the Reorganized Debtors' directors, officers, and key employees serving prior to, on, or after the Effective Date for all claims and actions, including, without limitation, for pre-Effective Date acts and occurrences.

6.11 Preservation of Rights of Action

Except as otherwise provided in the Plan, the Confirmation Order, a Final Order, or the Plan Supplement, and in accordance with Section 1123(b) of the Bankruptcy Code, on the Effective Date, the Debtors and the Reorganized Debtors shall retain all of their respective Litigation Rights against any Person. Each of the Debtors or Reorganized Debtors shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all such Litigation Rights. **No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any claims, rights of action, suits, or proceedings against such Person as any indication that any of the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Litigation Rights against such Person. Unless any Litigation Rights are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by Final Order, the Debtors and the Reorganized Debtors expressly reserve all Litigation Rights for later adjudication and, therefore, no preclusion doctrine (including, without limitation, res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel, or laches) shall apply to any of the Litigation Rights upon, after, or as a consequence of the Confirmation Date or the Effective Date.**

6.12 Exemption from Certain Transfer Taxes

Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers from a Debtor to a Reorganized Debtor or any other Person pursuant to the Plan in the United States, including any Lien granted by a Debtor or a Reorganized Debtor to secure the Exit Revolving Credit Facility or the New Second Lien Term Loan Facility, shall not be taxed under any law imposing a document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording fee, sales or use tax, or other similar tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement distributions under the Plan, including the documents contained in the Plan Supplement and all documents necessary to evidence and implement any of the transactions and actions described in the Plan or the Plan Supplement including, without limitation, the Restructuring Transactions.

6.13 Corporate Action

On the Effective Date, the adoption and filing of the Reorganized Parent Governing Documents, the Reorganized Subsidiary Governing Documents, and all actions contemplated by the Plan shall be authorized and approved in all respects pursuant to the Plan. All matters provided for herein involving the corporate structure of the Debtors or Reorganized Debtors, and any corporate action required by the Debtors or Reorganized Debtors in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders or Boards of Directors (or other governing bodies) of the Debtors or Reorganized Debtors.

6.14 Effectuating Documents; Further Transactions

Any chief executive officer, president, chief or principal financial officer, general counsel, or any other appropriate officer of any Debtor or Reorganized Debtor, as the case may be, shall be authorized, without the need for any required approvals, authorizations, or consents except for any express consents required under the Plan, to issue, execute, deliver, file, or record such contracts, instruments, securities, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. Any secretary or assistant secretary of any Debtor or Reorganized Debtor, as the case may be, shall be authorized to certify or attest to any of the foregoing actions.

6.15 Plan Supplement

The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court no later than five (5) Business Days prior to the Plan Objection Deadline, and may be amended, modified, or supplemented prior to the Confirmation Hearing. Upon filing, all documents included in the Plan Supplement may be inspected via the Bankruptcy Court's electronic filing system or at http://www.loganandco.com. Holders of Claims or Interests may obtain a copy of any document included in the Plan Supplement upon written request in accordance with Section 11.17 of the Plan.

6.16 Compromise of Controversies

In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Rule 9019 of the Bankruptcy Rules.

ARTICLE VII

TREATMENT OF CONTRACTS AND LEASES

7.1 Assumption of Contracts and Leases; Cure

(a) Except as otherwise provided in the Plan, the Plan Supplement, or the Confirmation Order, as of the Effective Date, each Debtor shall be deemed to have assumed each executory contract or unexpired lease to which it is a party unless any such contract or lease (i) was previously assumed or rejected upon motion by a Final Order, (ii) previously expired or terminated pursuant to its own terms, (iii) is the subject of any pending motion, including to assume, to assume on modified terms, to reject or to make any other disposition filed by a Debtor on or before the Confirmation Date, or (iv) is included on the Contract/Lease Assumption Schedule. The Confirmation Order shall constitute an order of the Bankruptcy Court under Section 365(a) of the Bankruptcy Code approving the assumptions described above, as of the Effective Date.

(b) For the avoidance of doubt, in no event shall any purchase and sale agreement or other transaction agreement that was closed and substantially consummated prior to the Petition Date be considered to be an executory contract and, thus, in no event shall any such agreement be subject to deemed assumption under Section 7.1(a) of the Plan. Outstanding obligations owed to the Debtors under any such agreements shall continue in full force and shall be enforceable by the Debtors or the Estates. Outstanding obligations owed by the Debtors under any such agreements shall constitute Claims to be treated under the Plan in the Class applicable to each of such Claims.

(c) Each executory contract and unexpired lease that is assumed pursuant to the Plan shall include (i) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or lease and (ii) all contracts or leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements has been rejected pursuant to an order of the Bankruptcy Court.

(d) To the extent applicable, each executory contract or unexpired lease that is assumed pursuant to the Plan shall be deemed modified such that the transactions contemplated by the Plan shall not be a "change of control," however such term may be defined in the relevant contract or lease, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

(e) Any monetary amounts by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default, plus any resulting actual pecuniary loss, shall be satisfied, under Section 365(b)(1)(A) and, if applicable, Section 365(b)(1)(B) of the Bankruptcy Code, by Cure. If there is a dispute regarding (i) the nature or amount of any Cure, (ii) the ability of any Reorganized Debtor to provide adequate assurance of future performance (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order resolving the dispute and approving the assumption, except as provided in Section 7.6(b) of the Plan.

(f) Except as otherwise provided in the Plan or by Final Order of the Bankruptcy Court, all Cure obligations with respect to assumed contracts and assumed leases shall be treated as Administrative Claims pursuant to Section 4.1(a) of the Plan.

7.2 Assumption Pursuant to Contract/Lease Assumption Schedule

(a) The Debtors may seek to assume executory contracts or unexpired leases by including them on the Contract/Lease Assumption Schedule. On or before the day that is fourteen (14) days before the Plan Objection Deadline, the Debtors shall file the Contract/Lease Assumption Schedule and provide notice thereof to the counterparties to the contracts and leases listed thereon; *provided, however*, that the Debtors reserve the right to amend the Contract/Lease Assumption Schedule at any time prior to the Confirmation Date on notice to the counterparties affected thereby.

(b) The deadline for objecting to the Contract/Lease Assumption Schedule shall be the Plan Objection Deadline, or in the event of an amendment to the Contract/Lease Assumption Schedule such deadline as is prescribed in the notice of amendment. The failure of any counterparty to an executory contract or unexpired lease to timely file and serve an objection, including, without limitation, an objection to the proposed assumption, the provision of adequate assurance of future performance, or the designated Cure amount, shall be deemed to be a waiver of all objections and a consent for all purposes to the assumption as set forth on the Contract/Lease Assumption Schedule. In particular, and without limiting the foregoing, in the absence of an objection to the designated Cure amount, such Cure amount shall be binding on the counterparty, and such counterparty shall be deemed to have waived any and all rights to seek payment from the Debtors in an amount that exceeds the designated Cure amount. In the event of a timely objection to the designated Cure amount, the provisions of Section 7.6(b) of the Plan shall be applicable.

(c) Each contract and lease that is assumed pursuant to the Contract/Lease Assumption Schedule shall include (i) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or lease and (ii) all contracts or leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements has been rejected pursuant to an order of the Bankruptcy Court. Any Liens held by a party as of the Petition Date to secure the Debtors' obligations under any assumed contract or lease shall continue in full force and effect, subject to the priorities existing as of the Petition Date.

(d) To the extent applicable, each contract or lease that is assumed pursuant to the Contract/Lease Assumption Schedule shall be deemed modified such that the transactions contemplated by the Plan shall not be a "change of control," however such term may be defined in the relevant contract or lease, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

(e) All executory contracts and unexpired leases of the Debtors listed on the Contract/Lease Assumption Schedule shall be assumed under Section 365 of the Bankruptcy Code, unless otherwise ordered by the Bankruptcy Court pursuant to an objection or unless the Debtors elect rejection pursuant to the provisions of Section 7.6(b) of the Plan. The Confirmation Order shall constitute an order of the Bankruptcy Court under Section 365(a) of the Bankruptcy Code approving all assumptions that as of the Confirmation Date are not subject to an amendment as to which the objection period has not expired or are not subject to a pending objection. The Debtors may seek additional orders from the Bankruptcy Court to approve any assumptions that as of the Confirmation Date are subject to an amendment as to which the objection period has not expired or are subject to a pending objection.

7.3 Assumption of Certain Modified Contracts; Approval and Ratification of Certain Contract Settlements

(a) The collective bargaining agreements, assumption agreements, settlement agreements, and other agreements and obligations between the Debtors and (i) the Directors Guild of America, Inc., the Screen Actors Guild, Inc., the Writers Guild of America West, Inc. for itself and its affiliate Writers Guild of America East, Inc., (ii) the Alliance of Canadian Cinema, Television and Radio Artists, (iii) the American Federation of Television and Radio Artists (iv) the Media Entertainment and Arts Alliance, and (v) Equity shall be modified with respect to prepetition obligations in accordance with the terms of the respective Guild Settlements (with any prepetition obligations (other than residuals and fringes thereon) not subject to the respective Guild Settlements to remain in effect in accordance with the terms of the applicable underlying agreements). As so modified, all such agreements shall be assumed or deemed to have been assumed by the applicable Debtors under Section 365(a) of the Bankruptcy Code, effective as of the Effective Date. Cure shall be paid by the Debtors in such amount and at such times as the parties have agreed under the terms of the respective Guild Settlements. Unless otherwise provided under the terms of the respective Guild Settlements, any Liens held by the Guilds as of the Petition Date shall continue, subject to the priorities existing as of the Petition Date. The Guild Settlements shall be deemed approved in their entireties by the Confirmation Order.

(b) The Film Obligation Settlements are ratified by the Debtors and, to the extent required by their respective terms, shall be deemed approved in their entireties by the Confirmation Order. To the extent that the Film Obligation Settlements constitute executory contracts, they shall be deemed to have been assumed by the applicable Debtors under Section 365(a) of the Bankruptcy Code, effective as of the Effective Date. The distribution, license, and related agreements that are subject to the respective Film Obligation Settlements shall have been, or as of the Effective Date shall be, modified in accordance with, and superseded to the extent inconsistent with, the terms of the respective Film Obligation Settlements. To the extent that the terms of the respective Film Obligation Settlements require the continuation of any of such subject agreements, as thereby modified, such continuing agreements as so modified shall be assumed or deemed to have been assumed under Section 365(a) of the Bankruptcy Code, effective as of the Effective Date. To the extent that the terms of the respective Film Obligation Settlements do not require the continuation of any of such subject agreements, such discontinuing agreements shall be deemed terminated or amended, as applicable, to give effect to the Film Obligation Settlements. Unless otherwise provided under the terms of each respective Film Obligation Settlement, any Liens held by a party to each such Film Obligation Settlement shall continue, subject to the priorities existing as of the Petition Date. Nothing herein shall limit or restrict the right of the Debtors to seek approval of any settlement with any producer, licensor, customer, or lender to any such party pursuant to a motion filed with the Bankruptcy Court.

(c) The New York Lease Settlement shall be subject to approval, and the underlying lease as modified by the New York Lease Settlement shall be subject to assumption, by a Final Order entered pursuant a motion filed with the Bankruptcy Court.

7.4 Compensation and Benefit Programs

(a) Except to the extent (i) otherwise provided for in the Plan, (ii) previously assumed or rejected by an order of the Bankruptcy Court entered on or before the Confirmation Date, (iii) the subject of a pending motion to reject filed by a Debtor on or before the Confirmation Date, or (iv) previously terminated, all Employee Programs in effect before the Effective Date, shall be deemed to be, and shall be treated as though they are, contracts that are assumed under the Plan, unless otherwise provided in or subject to any modifications included in the New Management Incentive Plan. Nothing contained herein shall be deemed to modify the existing terms of Employee Programs, including, without limitation, the Debtors' and the Reorganized Debtors' rights of termination and amendment thereunder.

(b) To the extent any change of control provision contained in any Employee Program would be triggered solely as a result of the transactions contemplated by the Plan, such Employee Program shall not be assumed to the extent a waiver of the change of control provision is not executed by the employee having the benefit of such change of control provision, but otherwise shall remain in full force and effect and may be triggered as a result of any transactions occurring outside of the Plan after the Effective Date.

(c) As of the Effective Date, any and all equity incentive plans, equity ownership plans, or any other equity-based plans entered into before the Effective Date, including Claims arising from any change of control provision therein, shall be deemed to be, and shall be treated as though they are, contracts that are rejected pursuant to Section 365 of the Bankruptcy Code under the Plan pursuant to the Confirmation Order. Any Claims resulting from such rejection shall constitute Subordinated Claims and shall be treated in accordance with Section 4.2(f) of the Plan.

7.5 Certain Indemnification Obligations

(a) Indemnification Obligations owed to those of the Debtors' directors, officers, and employees serving prior to, on, and after the Petition Date shall be deemed to be, and shall be treated as though they are, contracts that are assumed pursuant to Section 365 of the Bankruptcy Code under the Plan, and such Indemnification Obligations (subject to any defenses thereto) shall survive the Effective Date of the Plan and remain unaffected by the Plan, irrespective of whether obligations are owed in connection with a pre-Petition Date or post-Petition Date occurrence.

(b) Indemnification Obligations owed to any of the Debtors' Professionals pursuant to Sections 327 or 328 of the Bankruptcy Code and order of the Bankruptcy Court, whether such Indemnification Obligations relate to the period before or after the Petition Date, shall be deemed to be, and shall be treated as though they are, contracts that are assumed pursuant to Section 365 of the Bankruptcy Code under the Plan.

(c) Except as provided in Sections 7.5(a) and 7.5(b) of the Plan, Indemnification Obligations owed under any agreement that is not executory, or that is not otherwise expressly assumed, shall not constitute executory obligations and shall not be subject to assumption under the Plan. Instead, such Indemnification Obligations shall constitute Claims to be treated under the Plan in the Class applicable to each of such Claims.

7.6 Rejection of Contracts and Leases; Rejection Damages Claims

(a) The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject any contract or lease to which any Debtor is a party and to file a motion requesting authorization for the rejection of any such contract or lease. Any contracts or leases that expire by their terms prior to the Effective Date are deemed to be rejected, unless previously assumed or otherwise disposed of by the Debtors.

(b) In the event of a Final Order resolving a dispute as to the nature or amount of any Cure owed with respect to a contract or lease to be assumed, the Reorganized Debtors shall be authorized to reject the contract or lease to the extent the Reorganized Debtors, in the exercise of their sound business judgment, conclude that the amount of the Cure obligation as determined by such Final Order renders assumption of such contract or lease unfavorable to the Reorganized Debtors. The Debtors shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

(c) If the rejection by a Debtor, pursuant to the Plan or otherwise, of a contract or lease results in a Rejection Damages Claim, then such Rejection Damages Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor or the properties of any of them unless a Proof of Claim is filed with the claims agent and served upon counsel to the Reorganized Debtors within thirty (30) days after entry of the order authorizing the rejection of such contract or lease. The Debtors reserve their rights to object to any Rejection Damages Claim.

(d) Rejection Damages Claims shall be treated as General Unsecured Claims pursuant to and in accordance with the terms of Section 4.2(e) of the Plan.

7.7 Extension of Time to Assume or Reject

Notwithstanding anything set forth in Article VII of the Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is thirty (30) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Section 7.1(a) of the Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

ARTICLE VIII

PROVISIONS GOVERNING ALLOWANCE OF CLAIMS AND DISTRIBUTIONS

8.1 Objections to Claims

(a) All objections to Claims must be filed and served on the holders of such Claims by the applicable Claim Objection Deadline. If an objection has not been filed to a Proof of Claim or Request for Payment by the Claim Objection Deadline, the Claim to which the Proof of Claim or Request for Payment relates shall be treated as an Allowed Claim if not otherwise an Allowed Claim. The Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of whether the Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event the Bankruptcy Court so estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Reorganized Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanisms.

(b) After the Effective Date, only the Reorganized Debtors shall have the authority to file objections to Claims and to settle, compromise, withdraw, or litigate to judgment objections to Claims. The Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court.

(c) In no event shall the Debtors or the Reorganized Debtors be required to file an objection to (i) under the Non-Consensual Plan Alternative or under the Consensual Plan Alternative if the Estimated Class 5 Allowed Claims are determined to exceed the Maximum Class 5 Amount, a General Unsecured Claim (unless such Claim is an eligible Trade Unsecured Claim), (ii) a Subordinated Claim, or (iii) any other Claim that is not entitled to receive or retain any property under the Plan. The holder of any such Claim shall acquire no rights under the Plan or otherwise against the Reorganized Debtors or their assets as a consequence of the non-filing of an objection.

8.2 Distributions for Claims Allowed as of Distribution Date

A Claim shall be entitled to receive distributions under the Plan only if such Claim is classified in a Class that is entitled to receive distributions under the Plan and only if the Claim is an Allowed Claim. Except as otherwise provided in the Plan or as ordered by the Bankruptcy Court, all distributions to holders of Allowed Claims as of the applicable Distribution Date shall be made on or as soon as practicable after the applicable Distribution Date. Distributions on account of Claims that first become Allowed Claims after the applicable Distribution Date shall be made pursuant to Section 8.3 of the Plan. The Reorganized Debtors shall have the right, in their discretion, to accelerate any Distribution Date occurring after the Effective Date if the facts and circumstances so warrant.

8.3 Treatment of Disputed Claims Pending and Following Allowance

(a) Notwithstanding any other provisions of the Plan, no payments or distributions shall be made on account of a Disputed Claim or, if less than the entire Claim is a Disputed Claim, the portion of a Claim that is Disputed, until such Claim becomes an Allowed Claim; *provided, however*, that the Reorganized Debtors may elect to withhold distributions on the portion of a Claim that is not Disputed until the portion of the Claim that is Disputed is resolved by Final Order.

(b) The Disbursing Agent shall, on the applicable Distribution Date, make distributions on account of any Disputed Claim that has become an Allowed Claim. Such distributions shall be made pursuant to the provisions of the Plan governing the Class applicable to each respective Allowed Claim. Such distributions shall be equivalent to the distributions that would have been made to the holder of such Claim under the Plan if the Disputed Claim had been an Allowed Claim on the Effective Date in the amount ultimately Allowed.

8.4 No Interest on Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid upon any Disputed Claim that may become an Allowed Claim in respect of the period from the Petition Date to the date a final distribution is made thereon.

8.5 Disbursing Agent

(a) On or before the Effective Date, the Debtors shall designate the Person or Persons (whether Reorganized RHI INC, any of the other Reorganized Debtors, or one or more independent third parties) to serve as the Plan Disbursing Agent on mutually agreeable terms and conditions. If the Plan Disbursing Agent is an independent third party designated to serve in such capacity, such Plan Disbursing Agent shall receive, without further Bankruptcy Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out of pocket expenses incurred in connection with such services from Reorganized RHI INC.

(b) If Section 6.9 of the Plan is applicable, on or before the Effective Date, the First Lien Agent shall designate the Person to serve as the Trade Account Disbursing Agent on mutually agreeable terms and conditions. The Trade Account Disbursing Agent shall receive, without further Bankruptcy Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out of pocket expenses incurred in connection with such services from Reorganized RHI INC.

(c) No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

8.6 Application of Distribution Record Date

(a) At the close of business on the Distribution Record Date, the registers maintained by the First Lien Agent and the Second Lien Agent shall be closed and there shall be no further changes in the listed holders of the Existing First Lien Claims and Existing Second Lien Claims for purposes of distributions under the Plan. The Reorganized Debtors, the Disbursing Agent, the First Lien Agent, the Second Lien Agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize any transfer of Existing First Lien Claims or Existing Second Lien Claims occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the register as of the close of business on the Distribution Record Date (or, in the case of the issuance of New Common Stock or New Warrants, an affiliated designee of such record holder which is reflected as such on the register or as to which the Debtors, the Disbursing Agent, and, as applicable, the First Lien Agent or the Second Lien Agent have received written notice from the record holder by the close of business on the Distribution Record Date).

(b) At the close of business on the Distribution Record Date, the claims register maintained by the claims agent shall be closed and there shall be no further changes in the listed holders of the Claims. The Reorganized Debtors, the Disbursing Agent, claims agent, and each of their respective agents, successors, and assigns shall have no obligation to recognize any transfer of Claims occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those record holders stated on the claims register as of the close of business on the Distribution Record Date irrespective of the number of distributions to be made under the Plan to such Persons or the date of such distributions.

8.7 Delivery of Distributions; Undeliverable Distributions

(a) Distributions to holders of Allowed Claims shall be made by the Disbursing Agent (i) at the addresses set forth on the Proofs of Claim filed by such holders, (ii) at the addresses set forth in any written notices of address changes delivered to the Debtors, the claims agent, or the Disbursing Agent after the date of any related Proof of Claim, (iii) at the addresses reflected in the Schedules if no Proof of Claim has been filed and a written notice of a change of address has not been received by the Debtors, the claims agent, or the Disbursing Agent, or (iv) in the case of the First Lien Lenders and the Second Lien Lenders, at the addresses provided by the First Lien Agent and the Second Lien Agent, respectively.

(b) If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Disbursing Agent is notified by the Debtors, the claims agent, or such holder of such holder's then current address, at which time all missed distributions shall be made to such holder without interest. If any distribution is made by check and such check is not returned but remains uncashed for six (6) months after the date of such check, the Disbursing Agent may cancel and void such check, and the distribution with respect thereto shall be deemed undeliverable. If any holder is requested to provide a taxpayer identification number or to otherwise satisfy any tax withholding requirements with respect to a distribution and such holder fails to do so within six (6) months of the date of such request, such holder's distribution shall be deemed undeliverable.

(c) Unless otherwise agreed between the Reorganized Debtors and the Plan Disbursing Agent, amounts in respect of returned or otherwise undeliverable or unclaimed distributions made by the Plan Disbursing Agent on behalf of the Reorganized Debtors shall be returned to the Reorganized Debtors until such distributions are claimed. All claims for returned or otherwise undeliverable or unclaimed distributions must be made (i) on or before the first (1st) anniversary of the Effective Date or (ii) with respect to any distribution made later than such date, on or before six (6) months after the date of such later distribution; after which date all undeliverable property shall revert to the Reorganized Debtors free of any restrictions thereon and the claims of any holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. In the event of a timely claim for any returned or otherwise undeliverable or unclaimed distribution, the Reorganized Debtors shall deliver the applicable distribution amount or property to the Plan Disbursing Agent for distribution pursuant to the Plan.

(d) If Section 6.9 of the Plan is applicable, amounts in respect of returned or otherwise undeliverable or unclaimed distributions made by the Trade Account Disbursing Agent shall be retained by the Trade Account Disbursing Agent in the Trade Account until such distributions are claimed. All claims for returned or otherwise undeliverable or unclaimed distributions must be made (i) on or before three (3) months after the Effective Date or (ii) with respect to any distribution made later than such date, on or before three (3) months after the date of such later distribution; after which date all undeliverable property shall revert to the Trade Account free of any restrictions thereon and the claims of any holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. In the event of a timely claim for any returned or otherwise undeliverable or unclaimed distribution, the Trade Account Disbursing Agent shall deliver the applicable distribution amount to the holder entitled thereto.

(e) Nothing contained in the Plan shall require any Debtor, any Reorganized Debtor, or any Disbursing Agent to attempt to locate any holder of an Allowed Claim.

8.8 Means of Cash Payment

Cash payments made pursuant to the Plan shall be in U.S. funds, by check or wire transfer or by such other commercially reasonable means as may be agreed to by the Disbursing Agent and the payee.

8.9 Calculation of Distribution Amounts of New Securities

No fractional shares of New Common Stock or fractional New Warrants shall be issued or distributed under the Plan and no Cash shall be distributed in lieu of such fractional shares or warrants. Whenever any distribution of New Common Stock or New Warrants to a particular Person would otherwise call for distribution of a fraction, the actual distribution of such shares or warrants shall be rounded to the next higher or lower whole number as follows: (a) fractions one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number. Notwithstanding the foregoing, whenever rounding to the next lower whole number would result in such Person receiving zero shares or zero warrants, as applicable, such Person shall receive one (1) share of New Common Stock or one (1) New Warrant, as applicable. If two or more Persons are entitled to equal fractional entitlements and the aggregate amount of New Common Stock or New Warrants that would otherwise be issued to such Persons with respect to such fractional entitlements as a result of such rounding exceeds the number of whole shares of New Common or whole New Warrants which remain to be allocated, the Disbursing Agent shall allocate the remaining whole shares or warrants by random lot or such other impartial method as the Disbursing Agent deems fair. Upon the allocation of all of the whole New Securities authorized under the Plan, all remaining fractional portions of the entitlements shall be cancelled and shall be of no further force and effect.

8.10 Withholding and Reporting Requirements

In connection with the Plan and all distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (a) each holder of an Allowed Claim that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such withholding tax obligations. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an undeliverable distribution to be held by the Disbursing Agent until such time as the Disbursing Agent is satisfied with the holder's arrangements for any withholding tax obligations.

8.11 Setoffs

The Reorganized Debtors may, but shall not be required to, set off against any Claim, and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the holder of such Claim; *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such holder.

8.12 De Minimis Distributions

Neither the Reorganized Debtors nor the Disbursing Agent shall have any obligation to make a Cash distribution with respect to any Claim if the amount of the distribution is less than $20.00. The Claim of any holder whose distribution is in an amount less than $20.00 shall be discharged, and such holder shall be forever barred from asserting such Claim against the Reorganized Debtors, their respective property, or, if applicable, the Trade Account. Any Cash not distributed by the Plan Disbursing Agent as a result of this provision shall be the property of the Reorganized Debtors, free of any restrictions, and any such Cash held by the Plan Disbursing Agent shall be returned to the Reorganized Debtors following the Distribution Date that would have applied to any such distribution. If applicable, any Cash not distributed by the Trade Account Disbursing Agent as a result of this provision shall be retained in the Trade Account for disposition as provided for in Section 6.9 of the Plan.

8.13 No Distributions in Excess of Allowed Claim Amount

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall receive in respect of such Claim any distribution of a value as of the Effective Date in excess of the Allowed amount of such Claim (excluding payments on account of interest due and payable from and after the Effective Date pursuant to the Plan).

8.14 Allocation of Distributions

All distributions received under the Plan by holders of Claims shall be deemed to be allocated first to the principal amount of such Claim as determined for United States federal income tax purposes and then to accrued interest, if any, with respect to such Claim.

ARTICLE IX

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions to Confirmation

The following are conditions precedent to the occurrence of the Confirmation Date, each of which must be satisfied or waived in accordance with Section 9.3 of the Plan:

(a) the Debtors shall have obtained a written commitment for the Exit Revolving Credit Facility on terms and conditions that (i) are reasonably acceptable to the Debtors and the First Lien Agent and (ii) support the Debtors' demonstration that the Plan is feasible;

(b) the Confirmation Order shall be in form and substance reasonably satisfactory to the Debtors, the First Lien Agent, the Second Lien Agent, and the Exit Revolving Agent, and shall, among other things:

(i) provide that the Debtors and the Reorganized Debtors are authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created under or in connection with the Plan;

(ii) approve the Exit Revolving Credit Facility and the New Second Lien Term Loan Facility;

(iii) authorize the issuance of the New Securities; and

(iv) provide that, notwithstanding Rule 3020(e) of the Bankruptcy Rules, the Confirmation Order shall be immediately effective, subject to the terms and conditions of the Plan; and

(c) the Confirmation Order shall have been entered by the Bankruptcy Court.

9.2 Conditions to Effective Date

The following conditions precedent must be satisfied or waived on or prior to the Effective Date in accordance with Section 9.3 of the Plan:

(a) the Confirmation Order shall not then be stayed, vacated, or reversed;

(b) (i) the New Second Lien Term Loan Facility, the Stockholders Agreement, and the New Management Incentive Plan (including the founders equity plan, the management equity incentive plan, the annual incentive plan, and the employment agreements) shall be in form and substance reasonably satisfactory to the Debtors and the First Lien Agent and (ii) the Reorganized Parent Governing Documents, the Reorganized Subsidiary Governing Documents, the Registration Rights Agreement, and the New Warrants shall be in form and substance reasonably satisfactory to the Debtors, the First Lien Agent, and the Second Lien Agent, *provided that* the rights of the Second Lien Agent as to the Reorganized Parent Governing Documents and the Reorganized Subsidiary Governing Documents shall be limited to confirming that the final documents are not inconsistent with the parameters described in the Plan and any applicable exhibits to the Plan; and, to the extent any of such documents contemplates execution by one or more persons, any such document shall have been executed and delivered by the respective parties thereto, and all conditions precedent to the effectiveness of each such document shall have been satisfied or waived in accordance with the respective provisions thereof, as applicable; *provided, however*, that in no event shall the effectiveness of any document that implements the treatment of the Existing First Lien Secured Claims or the Existing Second Lien Claims, including, without limitation, the New Second Lien Term Loan Facility, the Reorganized Parent Governing Documents, the Stockholders Agreement, the Registration Rights Agreement (except as required by the Plan to obtain the benefits thereof), or the New Warrants (except as required by the Plan to obtain the benefits thereof), be conditioned upon the execution of such document by any First Lien Lender or Second Lien Lender, as applicable, other than by JPMorgan Chase Bank, N.A. to the extent that it is party to such document in its capacity as First Lien Agent or New Term Loan Agent;

(c) (i) the Exit Revolving Credit Facility shall be on terms and conditions reasonably acceptable to the Debtors, the First Lien Agent, and the Exit Revolving Agent, (ii) the Exit Revolving Credit Facility shall be in full force and effect upon closing and shall provide for the extension of credit thereunder to be available upon closing; (iii) the credit agreement and other documents evidencing the Exit Revolving Credit Facility shall have been executed and delivered by the respective parties thereto, and (iv) all conditions precedent to the closing of the Exit Revolving Credit Facility shall have been satisfied or waived in accordance with the provisions thereof, as applicable;

(d) all material authorizations, consents, and regulatory approvals required, if any, in connection with consummation of the Plan shall have been obtained;

(e) all employment agreements entered into by the Debtors before the Petition Date shall have been terminated or modified to the satisfaction of the First Lien Agent, consistent with the employment agreement provisions of the New Management Incentive Plan to the extent applicable; and

(f) all material actions, documents, and agreements necessary to implement the Plan shall have been effected or executed.

9.3 Waiver of Conditions

Each of the conditions set forth in Sections 9.1 and 9.2, with the express exception of the conditions set forth in Sections 9.1(c) and 9.2(a), may be waived in whole or in part by the Debtors without any notice to parties in interest or the Bankruptcy Court and without a hearing; *provided*, *however*, that such waiver shall not be effective without the consent of (a) the First Lien Agent and the Exit Revolving Agent, which consents shall not be unreasonably withheld and (b) with respect to Sections 9.1(b) and 9.2(b)(ii) only, the First Lien Agent, the Exit Revolving Agent, and the Second Lien Agent, which consents shall not be unreasonably withheld.

9.4 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

ARTICLE X

RETENTION OF JURISDICTION

10.1 Scope of Retention of Jurisdiction

Under Sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Interest not otherwise Allowed under the Plan or by a Final Order (other than personal injury or wrongful death Claims, unless agreed by the holder), including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

(b) hear and determine all applications for Professional Fees and Substantial Contribution Claims; *provided*, *however*, that from and after the Effective Date, in respect to services rendered on and after the Effective Date, the payment of the fees and expenses of any professionals retained by the Reorganized Debtors shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(c) hear and determine all matters with respect to contracts or leases or the assumption or rejection of any contracts or leases to which a Debtor is a party or with respect to which a Debtor may be liable, including, if necessary and without limitation, the nature or amount of any required Cure or the liquidation or allowance of any Rejection Damages Claims or Claims arising therefrom;

(d) effectuate performance of and payments under the provisions of the Plan;

(e) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Case or the Litigation Rights;

(f) enter such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents contained in the Plan Supplement or created in connection with the Plan, the Disclosure Statement, or the Confirmation Order;

(g) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including, without limitation, disputes arising under agreements, documents, or instruments executed in connection with the Plan, *provided*, *however*, that any dispute arising under or in connection with the New Securities, the Exit Revolving Credit Facility, the New Second Lien Term Loan Facility, the Reorganized Parent Governing Documents, the Reorganized Subsidiary Governing Documents, the New Management Incentive Plan, the Registration Rights Agreement, or the Stockholders Agreement shall be dealt with in accordance with the provisions of the applicable document;

(h) consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(i) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with the implementation, consummation, or enforcement of the Plan or the Confirmation Order;

(j) enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;

(k) hear and determine any matters arising in connection with or relating to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order;

(l) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Case;

(m) except as otherwise limited herein, recover all assets of the Debtors and property of the Estates, wherever located;

(n) hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;

(o) hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge;

(p) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code; and

(q) enter a final decree closing the Chapter 11 Case.

10.2 Failure of the Bankruptcy Court to Exercise Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Case, including the matters set forth in Section 10.1 of the Plan, the provisions of this Article X shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Professional Fee Claims and Substantial Contribution Claims

(a) All final applications for allowance and payment of Professional Fee Claims and Substantial Contribution Claims must be filed and served on the Reorganized Debtors and their counsel, the First Lien Agent and its counsel, and other necessary parties in interest no later than sixty (60) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to such applications must be filed and served on the Reorganized Debtors, their counsel, and the requesting Professional or other entity no later than twenty (20) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable request for payment was served.

(b) Each Reorganized Debtor may, without application to or approval by the Bankruptcy Court, pay reasonable professional fees and expenses in connection with professional services rendered to it after the Effective Date.

11.2 Administrative Claims Bar Date

All Requests for Payment of an Administrative Claim (other than as set forth in Sections 4.1(a) and 11.1 and this Section 11.2 of the Plan) must be filed with the Bankruptcy Court and served on counsel for the Debtors or Reorganized Debtors no later than forty-five (45) days after the Effective Date. Unless the Debtors or Reorganized Debtors object to an Administrative Claim by the applicable Claim Objection Deadline, such Administrative Claim shall be deemed Allowed in the amount requested. In the event that the Debtors object to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim. Notwithstanding the foregoing, (a) no Request for Payment need be filed with respect to an Administrative Claim that is paid or payable by the Debtors in the ordinary course of business; (b) no Request for Payment need be filed with respect to Cure owing under an executory contract or unexpired lease if (i) the amount of Cure is fixed or proposed to be fixed by the Confirmation Order or other order of the Bankruptcy Court either pursuant to the Plan (including pursuant to the Contract/Lease Assumption Schedule) or pursuant to a motion to assume and fix the amount of Cure filed by the Debtors and (ii) a timely objection asserting an increased amount of Cure has been filed by the non-Debtor party to the subject contract or lease; and (c) no Request for Payment need be filed with respect to fees payable pursuant to Section 1930 of Title 28 of the United States Code.

11.3 Dissolution of Statutory Committees

On the Effective Date, any statutory committee appointed during the Chapter 11 Case shall be dissolved, the committee's members shall be deemed released of all their duties, responsibilities, and obligations in connection with the Chapter 11 Case, the Plan, and its implementation, and the retention or employment of the committee's attorneys and other professionals shall terminate.

11.4 Payment of Statutory Fees

All fees payable pursuant to Section 1930 of Title 28 of the United States Code with respect to the period prior to the Effective Date shall be paid on the Effective Date or other required payment date. With respect to the period after the Effective Date, the obligation of each of the Reorganized Debtors to pay quarterly fees to the Office of the United States Trustee pursuant to Section 1930 of Title 28 of the United States Code shall continue until such time as a particular Chapter 11 case is closed, dismissed or converted.

11.5 Compromises and Settlements of Claims and Litigation Rights

From and after the Effective Date, the Reorganized Debtors may compromise and settle various Claims against them and/or Litigation Rights and other claims that they may have against other Persons without any further approval by the Bankruptcy Court. Until the Effective Date, the Debtors expressly reserve the right to compromise and settle Claims against them and Litigation Rights or other claims that they may have against other Persons, subject to the approval of the Bankruptcy Court if, and to the extent, required.

11.6 Satisfaction of Subordination Rights

All Claims against the Debtors and all rights and claims between or among the holders of Claims relating in any manner whatsoever to any claimed subordination rights shall be deemed satisfied by the distributions under, described in, contemplated by, and/or implemented in Article IV of the Plan. Distributions under, described in, contemplated by, and/or implemented by the Plan to the various Classes of Claims hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any holder of a Claim by reason of any claimed subordination rights or otherwise, so that each holder of a Claim shall have and receive the benefit of the distributions in the manner set forth in the Plan.

11.7 Releases by Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors, and any Person seeking to exercise the rights of the Debtors' Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to Section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action (including claims or causes of action arising under Chapter 5 of the Bankruptcy Code), and liabilities whatsoever (other than for fraud, willful misconduct, or gross negligence) in connection with or related to the Debtors, the Chapter 11 Case, or the Plan (other than the rights of the Debtors and the Reorganized Debtors to enforce the Plan and the contracts, instruments, releases, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date, and that may be asserted by or on behalf of the Debtors, the Estates, or the Reorganized Debtors against (a) any of the other Debtors and any of the Debtors' non-Debtor subsidiaries, (b) any of the directors, officers, and employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (c) any Professionals and court-retained agents of the Debtors, (d) the DIP Facility Agent, the DIP Facility Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, (e) the First Lien Agent, the First Lien Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, (f) the Second Lien Agent, the Second Lien Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, and (g) any of the successors or assigns of any of the parties identified in the foregoing clauses (a) through (f); *provided*, *however*, that nothing in this Section 11.7 shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities they may have against any of their employees (other than any director or officer) that is based upon an alleged breach of a confidentiality, non-compete or any other contractual or fiduciary obligation owed to the Debtors or the Reorganized Debtors; and *provided, further*, *however*, that nothing in this Section 11.7 shall operate as a release of intercompany obligations between any of the Debtors or between any of the Debtors and their non-Debtor subsidiaries unless otherwise provided for in the Plan.

11.8 Releases by Holders of Claims and Interests

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each First Lien Lender and Second Lien Lender, each holder of an eligible Allowed Trade Unsecured Claim who receives payment from the Trade Account, if applicable, and to the extent permitted by applicable law and approved by the Confirmation Order each other holder of a Claim or Interest, shall be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, against (a) any of the Debtors' non-Debtor subsidiaries, (b) any of the directors, officers, and employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (c) any Professionals and court-retained agents of the Debtors, (d) the DIP Facility Agent, the DIP Facility Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, (e) the First Lien Agent, the First Lien Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, (f) the Second Lien Agent, the Second Lien Lenders, and the respective directors, officers, employees, counsel, and other advisors of each of the foregoing, but only in their capacities as such, and (g) any of the successors or assigns of any of the parties identified in the foregoing clauses (a) through (f), in connection with or related to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, the Estates, the conduct of the Debtors' business, or the Plan (other than the rights under the Plan and the contracts, instruments, releases, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereunder arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date.

11.9 Discharge of the Debtors

(a) Except as otherwise provided herein or in the Confirmation Order, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims of any nature whatsoever against the Debtors or any of their assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims, upon the Effective Date, (i) the Debtors, and each of them, shall be deemed discharged and released under Section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in Section 502 of the Bankruptcy Code, whether or not (A) a Proof of Claim based upon such debt is filed or deemed filed under Section 501 of the Bankruptcy Code, (B) a Claim based upon such debt is Allowed under Section 502 of the Bankruptcy Code, (C) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, (D) the holder of a Claim based upon such debt is entitled to receive or retain any property under the Plan, or (E) the holder of a Claim based upon such debt accepted the Plan, and (ii) all RHI INC Interests shall be terminated.

(b) As of the Effective Date, except as provided in the Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, any other or further claims, debts, rights, causes of action, claims for relief, liabilities, or equity interests relating to the Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all RHI INC Interests, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

11.10 Injunction

(a) **Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions against the Debtors, the Reorganized Debtors, and their respective subsidiaries or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any suit or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors or the Reorganized Debtors; or (v) commencing or continuing any action, in any manner, in any place, or against any Person, that does not comply with or is inconsistent with the provisions of the Plan.**

(b) **Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, or may hold, a claim, obligation, suit, judgment, demand, damages, debt, right, cause of action, or liability against a Person that is released or exculpated pursuant to Sections 11.7, 11.8, or 11.11 of the Plan are permanently enjoined from taking any of the following actions on account of such claim, obligation, suit, judgment, damages, demand, debt, right, cause of action, or liability: (i) commencing or continuing, in any manner or in any place, any suit or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment against any debt, liability, or obligation due to any released or exculpated Person; or (v) commencing or continuing any action, in any manner, in any place, or against any Person, that does not comply with or is inconsistent with the provisions of the Plan.**

(c) **Without limiting the effect of the foregoing provisions of this Section 11.10 upon any Person, by accepting distributions pursuant to the Plan, each holder of an Allowed Claim receiving distributions pursuant to the Plan shall be deemed to have specifically consented to the injunctions set forth in this Section 11.10.**

11.11 Exculpation and Limitation of Liability

(a) **To the extent permitted by applicable law and approved in the Confirmation Order, none of (i) the Debtors or any of the Debtors' non-Debtor subsidiaries, (ii) the directors, officers, or employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (iii) the Professionals or court-retained agents of the Debtors, (iv) the DIP Facility Agent, the DIP Facility Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (v) the First Lien Agent, the First Lien Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (vi) the Second Lien Agent, the Second Lien Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (vii) the members or Professionals of any statutory committee appointed during the Chapter 11 Case, but only in their capacities as such, or (viii) any of the successors or assigns of any of the parties identified in the foregoing clauses (i) through (vii), shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective present or former directors,**

officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code, and in all respects all of the parties identified in the foregoing clauses (i) through (viii) shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

(b) **Notwithstanding any other provision of the Plan, to the extent permitted by applicable law and approved in the Confirmation Order, no holder of a Claim or an Interest, no other party in interest, and none of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have any right of action against any of (i) the Debtors or any of the Debtors' non-Debtor subsidiaries, (ii) the directors, officers, or employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (iii) the Professionals or court-retained agents of the Debtors, (iv) the DIP Facility Agent, the DIP Facility Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (v) the First Lien Agent, the First Lien Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (vi) the Second Lien Agent, the Second Lien Lenders, or the respective directors, officers, employees, counsel, or other advisors of each of the foregoing, but only in their capacities as such, (vii) the members or Professionals of any statutory committee appointed during the Chapter 11 Case, but only in their capacities as such, or (viii) any of the successors or assigns of any of the parties identified in the foregoing clauses (i) through (vii), and none of the parties identified in the foregoing clauses (i) through (viii) shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code.**

11.12 Term of Injunctions or Stays

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Case under Sections 105 or 362 of the Bankruptcy Code or otherwise, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order), shall remain in full force and effect until the Effective Date.

11.13 Successors and Assigns and Binding Effect

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, personal representative, successor, or assign of such Person, including, but not limited to, the Reorganized Debtors and all other parties in interest in the Chapter 11 Case.

11.14 Modifications and Amendments

The Debtors may alter, amend, or modify the Plan under Section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. After the Confirmation Date and prior to substantial consummation of the Plan, as defined in Section 1101(2) of the Bankruptcy Code, the Debtors may, under Section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, *provided*, *however*, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

11.15 Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of any Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11.16 Revocation, Withdrawal, or Non-Consummation

The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, any Debtor or any other Person, (ii) prejudice in any manner the rights of any Debtor or any Person in any further proceedings involving a Debtor, or (iii) constitute an admission of any sort by any Debtor or any other Person.

11.17 Notices

Any notice, request, or demand required or permitted to be made or provided to or upon a Debtor or a Reorganized Debtor under the Plan shall be (a) in writing, (b) served by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight delivery service, (iv) first class mail, or (v) facsimile transmission, (c) deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, and (d) addressed as follows:

RHI ENTERTAINMENT, INC.
1325 Avenue of Americas, 21st Floor
New York, New York 10019
Attention: Henry S. Hoberman, Esq.
Executive Vice President, General Counsel and Secretary
Telephone: (212) 261-9272
Facsimile: (212) 977-3917

with copies to:

LATHAM & WATKINS LLP
885 Third Avenue
New York, New York 10022-4834
Attention: D. J. Baker, Esq.
Telephone: (212) 906-1200
Facsimile: (212) 751-4864

11.18 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of (a) the State of New York shall govern the construction and implementation of the Plan and (except as may be provided otherwise in any such agreements, documents, or instruments) any agreements, documents, and instruments executed in connection with the Plan and (b) the laws of the state of incorporation of each Debtor shall govern corporate governance matters with respect to such Debtor; in each case without giving effect to the principles of conflicts of law thereof.

11.19 Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Rule 9006(a) of the Bankruptcy Rules shall apply.

Dated: November 1, 2010

RHI Entertainment, Inc.
RHIE Holdings Inc.
RHI Entertainment Holdings II, LLC
RHI Entertainment, LLC
RHI Entertainment Productions, LLC
RHI Entertainment Distribution, LLC
RHI International Distribution Inc.
NGP Holding, Inc.
HEGOA Inc.
Independent Projects, Inc.
Don Quixote, Inc.
HE Pro Tunes, Inc.
HEP Music, Inc.
Metropolitan Productions, Inc.
Library Storage, Inc.
HEP SS Music Inc.
SLB Productions, Inc.

By: ___________________________________
Robert A. Halmi, Jr.
President and Chief Executive Officer
RHI Entertainment, Inc.

D. J. Baker
Rosalie Walker Gray
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rosalie.gray@lw.com
keith.simon@lw.com

Proposed Counsel for Debtors and Debtors in Possession